

September 24, 2018

Margaret M. Fox

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F 803.753.3278

Ms. Jocelyn Boyd  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia SC 29210

Re: Application of SkyBest Communications, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services, and for Flexible Regulation of its Local Exchange Services and Alternative Regulation of its Interexchange Service Offerings Within the State of South Carolina

Dear Ms. Boyd:

Please find enclosed for filing on behalf of SkyBest Communications, Inc. ("SkyBest"), an Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services, and for Flexible Regulation of its Local Exchange Services and Alternative Regulation of its Interexchange Service Offerings Within the State of South Carolina. We are also including a proposed Notice of Filing in this matter.

Thank you for your assistance.

Sincerely,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF:khh  
Enclosure: as stated

cc: Jeffrey M. Nelson, Esq.

McNAIR LAW FIRM, P.A.  
1221 Main Street  
Suite 1800  
Columbia, SC 29201

Mailing Address  
Post Office Box 11390  
Columbia, SC 29211

mcnair.net

## PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

## CLERK'S OFFICE

NOTICE OF FILING AND HEARING

DOCKET NO. 2018-\_\_\_\_-C

Docket Summary: Application of SkyBest Communications, Inc. for a Certificate of Public Convenience and Necessity To Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services, and for Flexible Regulation of its Local Exchange Services and Alternative Regulation of its Interexchange Service Offerings Within the State of South Carolina

SkyBest Communications, Inc. ("Applicant") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity, pursuant to S. C. Code Ann. § 58-9-280 to provide local exchange and interexchange service to customers within the State of South Carolina. SkyBest's local service will be provided in areas currently being served by BellSouth Telecommunications, Incorporated, d/b/a AT&T South Carolina ("AT&T") Frontier Communications of the Carolinas, Inc. ("Frontier"), United Telephone Company of the Carolinas, Inc. d/b/a CenturyLink ("CenturyLink"), and Windstream South Carolina, LLC ("Windstream"). Interexchange services will be offered throughout the State of South Carolina. Applicant will provide its local and interexchange services via a combination of traditional circuit switched (i.e., time division multiplexed or "TDM") and voice over Internet protocol ("VoIP") switching platforms.

A copy of the Company's application can be found on the Commission's website at [www.psc.sc.gov](http://www.psc.sc.gov) under Docket No. 2018-\_\_\_\_-C. Additionally, a copy of the application is available from the Company's representative Margaret M. Fox, Esquire, McNair Law Firm, Post Office Box 11390, Columbia, South Carolina, 29211.

**PLEASE TAKE NOTICE** that a hearing on the above matter has been scheduled to begin on \_\_\_\_\_, at \_\_\_\_\_, before the Commission in the Commission's Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

**PLEASE BE ADVISED** that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-period allowed for consideration of this matter.

Any person who wishes to participate in this matter as a party of record with the right of cross-examination, should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, and indicate the amount of time required to address the Commission. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. *Please refer to Docket No. 2018-\_\_\_\_-C*, and mail a copy to all parties in this docket.

**INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only):** All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's Direct Testimony due: \_\_\_\_\_; Other Parties of Record Direct Testimony Due: \_\_\_\_\_; Applicant's Rebuttal Testimony Due: \_\_\_\_\_; and Other Parties of Record Surrebuttal Testimony Due: \_\_\_\_\_.

\_\_\_\_\_. All Prefiled Testimony Deadlines are subject to the information as posted on [www.psc.sc.gov](http://www.psc.sc.gov) under *Docket No. 2018-\_\_\_\_\_-C*.

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to [www.psc.sc.gov](http://www.psc.sc.gov) and *Docket No. 2018-\_\_\_\_\_-C*.

**PLEASE TAKE NOTICE** that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at [www.psc.sc.gov](http://www.psc.sc.gov).

9/\_\_/18

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-\_\_-C**

IN RE:

Application of SkyBest Communications, Inc. for a )  
 Certificate of Public Convenience and Necessity to Provide )  
 Resold and Facilities-Based Local Exchange and )  
 Interexchange Telecommunications Services, and for )  
 Flexible Regulation of its Local Exchange Services and )  
 Alternative Regulation of its Interexchange Service )  
 Offerings Within the State of South Carolina )  
 \_\_\_\_\_ )

SkyBest Communications, Inc. (“SkyBest” or “Applicant”) respectfully submits this Application for Authority to provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services within the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”). In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order



No. 2001-997 in Docket No. 2000-407-C. In support of this Application, Applicant respectfully states as follows:

1. The name and address of the Applicant are as follows:

SkyBest Communications, Inc.  
1200 NC Hwy 194 North  
West Jefferson, NC 28694

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

M. John Bowen, Jr.  
Margaret M. Fox  
McNair Law Firm, P.A.  
Post Office Box 11390  
Columbia, South Carolina 29211  
Telephone: (803) 799-9800  
Email: jbowen@mcnair.net; pfox@mcnair.net

3. The name, title, address and telephone number of the person who should be contacted in connection with general management of the company is:

Kim Shepherd  
Chief Executive Officer  
SkyLine Telephone Membership Corporation  
1200 NC Hwy 194 North  
West Jefferson, NC 28694  
Telephone: (336) 876-6163  
E-mail: kim.shepherd@skyline.org

## **I. Description of Applicant**

4. SkyBest is a competitive local exchange carrier (“CLEC”) licensed in the States of North Carolina and Tennessee. In addition to its competitive local service offerings, SkyBest is an Internet service provider. SkyBest is a wholly-owned subsidiary of SkyLine Telephone Membership Corporation (“SkyLine”), a North Carolina cooperative and incumbent local exchange carrier (“ILEC”). SkyLine is a member-owned cooperative that was organized in North Carolina in 1951 under the North Carolina Rural Electrification Authority, pursuant to the provisions of Chapter 117 of the General Statutes of the State of North Carolina. SkyBest was organized on January 28, 1998 in the State of North Carolina to provide non-regulated services on behalf of SkyLine and to provide competitive services outside of SkyLine’s service area. Copies of Applicant’s Certificate of Authority to Transact Business in the State of South Carolina, issued by the South Carolina Secretary of State, and its Articles of Incorporation are attached hereto as **Exhibit A**. SkyBest’s parent company, SkyLine, is also the sole owner of Chesnee Telephone Company, an ILEC that has been operating in South Carolina since 1948.

## **II. Proposed Services**

5. Applicant proposes to offer resold and facilities-based local exchange and interexchange telecommunications services. Local exchange services will be offered within the present operating areas of BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina (“AT&T”), Frontier Communications of the Carolinas, Inc. (“Frontier”), United Telephone Company of the Carolinas, Inc. d/b/a CenturyLink (“CenturyLink”), and Windstream South Carolina, LLC (“Windstream”). Interexchange services will be offered throughout the State of South Carolina. Applicant intends to provide competitive local exchange service and

interexchange service to residential and business customers. Applicant will also provide custom calling and CLASS features, access to emergency call service (e.g., 911), directory assistance and other ancillary services, as well as bundled services such as local, long distance, and internet services in a combined package.

6. Applicant will provide its local and interexchange services via a combination of traditional circuit switched (i.e., time division multiplexed or “TDM”) and voice over Internet protocol (“VoIP”) switching platforms. Applicant’s TDM and VoIP-based services will be provided on its independently owned, facilities-based network, and when/where convenient, through resale of other telecommunications providers’ networks or services. All services are available twenty-four (24) hours per day, seven (7) days a week.

7. A more complete description of the local exchange, interexchange, and access services Applicant proposes to offer in the State of South Carolina can be found in Applicant’s proposed tariffs attached hereto as **Exhibits B, C, and D**, respectively.

### **III. Technical, Financial, and Managerial Resources**

8. Applicant has the technical and managerial resources to provide the services for which it requests authority. Applicant retains key management and technical personnel with significant business and telecommunications experience. SkyBest and its affiliated companies provide local exchange and/or interexchange services in South Carolina, North Carolina and Tennessee. A list of key personnel, and a selective summary of experience, is attached hereto as **Exhibit E**.

9. Applicant understands the importance of effective customer service for local and long distance service consumers. Applicant has a toll-free customer service number, 1-800-

759-2226, as well as a 24/7 toll-free support and repair number, 1-877-475-9546. Customers may also report service issues online at [www.skybest.org/contact/report-an-issue](http://www.skybest.org/contact/report-an-issue). The toll-free customer service and support numbers will be printed on the customers' monthly billing statements.

10. Applicant has sufficient financial resources to provide the services for which it requests authority. In support of the Company's financial ability to provide the proposed services, the Applicant offers the audited consolidated financial statements of Skyline Telephone Membership Corporation and Subsidiaries as of December 31, 2017, attached hereto as **Exhibit F**.

#### **IV. Public Interest**

11. Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services. Applicant will enhance competition in the State of South Carolina by offering additional service options and high service quality to South Carolina telecommunications users.

12. Applicant's local services will meet the service standards required by the Commission.

13. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service.

14. To the extent it may be required to do so by the Commission, Applicant will participate in the support of universally available telephone service at affordable rates.

15. The provision of local service by Applicant will not adversely impact the public interest.

**V. Waivers and Regulatory Compliance**

16. Pursuant to 10 S.C. Code Ann. Regs. 103-601.3, Applicant requests that the Commission waive certain regulatory requirements as follows:

- (a) Applicant seeks a waiver of the requirement in 10 S.C. Code Ann. Regs. 103-610 to keep all required books and records within the State. Applicant maintains its books and records at its principal offices in West Jefferson, NC. Maintaining a separate set of books and records in the State of South Carolina for Applicant's South Carolina operations is unnecessary and would be unduly burdensome. Applicant will make its books and records available to the Commission and the Office of Regulatory Staff ("ORS") in a timely manner upon request.
- (b) Applicant seeks a waiver of the requirement in 10 S.C. Code Ann. Regs. 103-631 to publish local exchange directories. Applicant will make arrangements with those incumbent LECs who publish directories in areas where Applicant provides service, whereby the names of Applicant's customers will be included in any such directories. These directories will be distributed to Applicant's Customers. This approach is reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs since customers will have to refer only one directory for a universal listing of customer information; and

- (c) Applicant seeks a waiver of the map filing requirement of 10 S.C. Code Ann. Regs. 103-612.2.3. Applicant's service area will initially mirror the service areas of the incumbent local exchange carriers referenced in this Application.

## **VI. Flexible Regulation of Local Exchange Services**

17. Applicant further requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in Docket No. 97-467-C. Applicant therefore requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

## **VII. Alternative Regulation of Business Service Offerings**

18. Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. In Docket No. 95-661-

C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs would be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should not be subject to regulatory constraints greater than those imposed on AT&T. Applicant therefore requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

### **VIII. Conclusion**

Wherefore, in view of the forgoing, Applicant respectfully petitions this Commission for authority to provide resold and facilities-based local exchange and interexchange telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its interexchange business service offerings, and for such other relief as the Commission deems necessary and proper.

Respectfully submitted,



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M. John Bowen, Jr.  
Margaret M. Fox  
McNair Law Firm, P.A.  
P O Box 11390  
Columbia, South Carolina 29211  
Telephone: (803) 799-9800  
Facsimile: (803) 753-3278  
Email: [jbowen@mcnair.net](mailto:jbowen@mcnair.net); [pfox@mcnair.net](mailto:pfox@mcnair.net)

Attorneys for SkyBest Communications, Inc.

Columbia, South Carolina

September 24, 2018



**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT A**

Certificate of Authority to Transact Business in the State of South Carolina

and

Articles of Incorporation

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

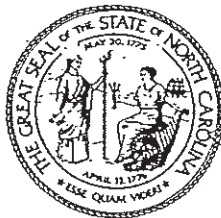
**I, Mark Hammond, Secretary of State of South Carolina, Hereby Certify that:**

SkyBest Communications, Inc., a corporation duly organized under the laws of the State of NORTH CAROLINA and issued a certificate of authority to transact business in South Carolina on July 10th, 2018, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
11th day of July, 2018.

  
Mark Hammond, Secretary of State

# STATE OF NORTH CAROLINA



# COPY

Department of The  
Secretary of State

To all whom these presents shall come, Greetings:

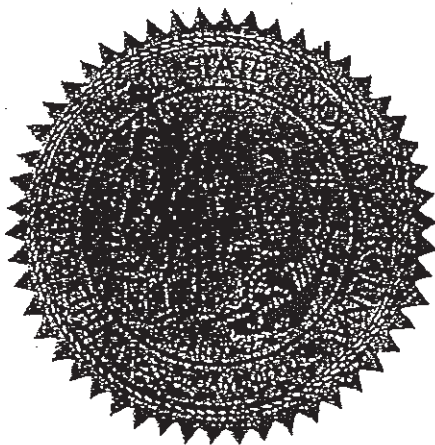
I, ELAINE F. MARSHALL, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION  
OF  
SKYBEST COMMUNICATIONS, INC.

*the original of which was filed in this office on the 28th day of January, 1998.*

FILED in ASHE County, NC  
on Mar 02 1998 at 08:31:08 AM  
by SHIRLEY B WALLACE  
Register of Deeds  
BOOK 227 Pages 1446-1448

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 28th day of January, 1998.*



*Elaine F. Marshall*

Secretary of State

C-0448920

FILED

12:18 PM  
JAN 28 1998

## ARTICLES OF INCORPORATION

OF

SKYBEST COMMUNICATIONS, INC.

EFFECTIVE  
ELAINE F MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

98026 9036

I, the undersigned natural person of the age of 21 or more, do hereby associate myself into a business as contained in Chapter 55 of the General Statutes of North Carolina entitled "Business Corporation Act" and the several amendments thereto, and to that end does hereby set forth:

1. That the name of the corporation is: SkyBest Communications, Inc.
2. The period of duration of the corporation shall be perpetual.
3. The purpose for which this corporation is organized is to engage in any lawful act or activity for which corporations may be organized under Chapter 55 of the General Statutes of North Carolina, as amended from time to time.
4. The aggregate number of shares which the corporation shall have authority to issue is 100,000 shares of common stock consisting of one class.
5. The minimum amount of consideration for its shares for which the corporation shall commence business is \$1,000.00.
6. The address of the initial registered office of the corporation is: 1200 Highway 194-North, West Jefferson, Ashe County, North Carolina 28694 and the name of the initial registered agent is: Hobart G. Davis.
7. The number of directors constituting the initial Board of Directors shall be three (3) and the names and addresses of the persons who are to serve as directors until the first meeting of the shareholders or until their successors are elected and qualified are:

R. C. Mitchell

Post Office Box 276  
Sparta, NC 28675

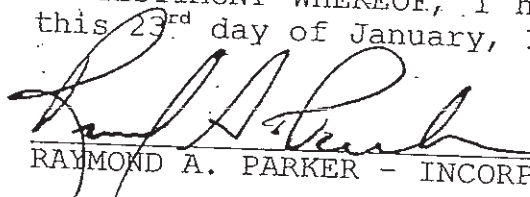
Hobart G. Davis

496 Laurel Ridge Road South  
Fleetwood, NC 28626

Thomas S. Johnston      Post Office Box 66  
Jefferson, NC 28640

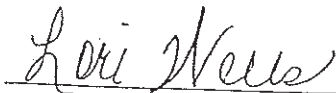
8. The name and address of the incorporator is: Raymond A. Parker and his address is: 105 South Bridge Street; P.O. Drawer 8, Jonesville, Yadkin County, NC 28642.
9. In addition to the general powers granted corporations under the laws of the State of North Carolina, the corporation shall have full power and authority to:
  - (a) Fix from time to time the amount to be reserved as working capital and to establish the necessary reserve accounts for this purpose.
  - (b) The original Board of Directors shall have full power and authority to adopt the Bylaws of the corporation.
  - (c) That the Bylaws of the corporation may be altered, amended or rescinded by the Board of Directors without the approval of the shareholders of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23<sup>rd</sup> day of January, 1998.

 (SEAL)  
RAYMOND A. PARKER - INCORPORATOR

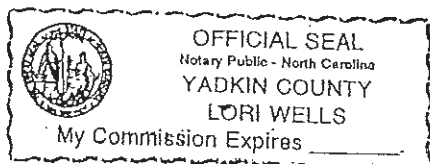
STATE OF NORTH CAROLINA, COUNTY OF YADKIN:

THIS IS TO CERTIFY that on the 23<sup>rd</sup> day of January, 1998, before me, a Notary Public, personally appeared RAYMOND A. PARKER, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 23<sup>rd</sup> day of January, 1998.



-Notary Public

My Commission Expires: 4/3/99



**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT B**

Local Exchange Services Tariff

**GENERAL CUSTOMER SERVICES TARIFF**

**FURNISHED BY**

**SKYBEST COMMUNICATIONS, INC.**

**1200 NC HWY 194 NORTH**

**WEST JEFFERSON, NC 28694**



GENERAL CUSTOMER SERVICES TARIFF  
FOR THE  
STATE OF SOUTH CAROLINA

This Tariff contains regulations and rates applicable for the furnishing of Basic Local Exchange Service and for other general customer services and facilities associated with the above services offered by SkyBest Communications, Inc., hereinafter referred to as the Company, within this State. This Tariff is on file with the South Carolina Public Service Commission.

Intrastate communication services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio, or a combination thereof.

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) Signifies a changed regulation or tariff.
- (D) Signifies a discontinued rate, treatment, regulation or text.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, and/or new regulation, and/or new text.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (S) Signifies matter already appearing in another part of the tariff and repeated for clarification.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.



TARIFF FORMAT

A. Page Numbering

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals, the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence

There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
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2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.a  
2.1.1.A.1.a.(1)  
2.1.1.A.1.A.(1).(a)

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8. RESERVED FOR FUTURE USE
9. Intentionally Left Blank
10. RESERVED FOR FUTURE USE
11. RESERVED FOR FUTURE USE
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## SECTION 1. DEFINITION OF TERMS

### ACCESS LINE

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

### AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

### APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

### AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premises a station of the private line service is located or (2) who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

### BANDWIDTH

The relative range of signal frequencies that can be transmitted by a communications channel with defined maximum loss or distortion.

### BASE RATE

The rate for exchange service which does not include zone charges.

### BASE RATE AREA

The specific section of an exchange area within which primary classes of service are available without zone charges.

### BASIC SERVICE

The minimum set of capabilities deemed necessary for using the public telecommunications networks.

### BASIC SERVICE AREA

An area within which telephone service is furnished to subscribers under a specific schedule of exchange rates and without long distance charges. A basic service area may include one or more exchange service areas. The basic service area is always included in the local service area for a given exchange.

### BILL TO THIRD PARTY

The term "Bill to Third Party" denotes a billing arrangement by which a call can be charged to an authorized station as determined by the Company other than the station originating the call or the station where the call is terminated.

## SECTION 1. DEFINITION OF TERMS

### BLOCKING

A feature or capability of communications systems or networks that permits deliberate denial of access under certain specified conditions.

### BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

### BUSINESS SERVICE

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

### CALL

An attempted communication, whether completed or not.

### CALLING AREA

See "Local Service Area."

### CANCELLATION CHARGE

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

### CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only.

### CENTRAL OFFICE AREA

The area within which the customers' lines are connected to the central office switching unit, or units, established by the Company.

### CENTRAL OFFICE BUILDING

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange, and one central office building may service more than one exchange.

## SECTION 1. DEFINITION OF TERMS

### CENTRAL OFFICE LINE

A circuit directly connecting an individual line main station with a central office.

### CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

### CIRCUIT

A channel used in the furnishing of telephone and other communication services.

### CLASS OF SERVICE

A description of telecommunications service furnished to a customer which denotes characteristics such as nature of use (business or residence) or type of rate (flat or message rate).

### CLEAR CHANNEL CAPABILITY

“Clear Channel Capability” denotes the ability to transport twenty-four, 64 Kbps channels over a 1.544 Mbps High Capacity Service via B8ZS line code format, making the full bandwidth available to the user, e.g., with no portions of the channel(s) used for control, framing, or signaling.

### COIN TELEPHONE

A telephone station, owned and operated by Independent Payphone Providers and equipped with a coin collecting device and placed for use by the general public.

### COLLECT CALL

The term “Collect Call” denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station. A collect call may be billed to a Calling Card or third party number. In the case of a pay telephone, the charges must be billed to a Calling Card or third party number, or the call may be reoriginated from the called station.

### COMMISSION

The Public Service Commission of South Carolina.

### COMMON CARRIER

A government regulated company which offers telecommunications services or communications facilities to the general public on a non-discriminatory basis under operating rules mandated by the appropriate state and/or federal regulatory authority.

### COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of 2-way communication between terminal equipment.

## SECTION 1. DEFINITION OF TERMS

### COMPLETED CALL

A completed call is a calling attempt by the subscriber that results in an off-hook condition at the receiving end. Such conditions shall include the following actions:

- (1) the called party responds by personally answering the call;
- (2) a customer controlled automatic answering device responds by answering the call;
- (3) a Company recording, under the control of the called party, responds to the calling attempt, except for attempts defined as incomplete calls (e.g., Call Block and other similar services would be completed calls);
- (4) the calling attempt, when under the control of the called party (e.g., Call Forwarding Busy Line, Call Forwarding Don't Answer, etc.) is forwarded to another telephone number that results in one of the conditions described in (1), (2), or (3) preceding.

### COMPLEX SERVICE

A circuit requiring special treatment, special equipment or special engineering design.

### CONDUIT

A tubular runway for cable facilities.

### CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

### CONSTRUCTION CHARGE

A separate charge for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

### COMPANY

Whenever used in this Tariff, "Company" refers to SkyBest Communications, Inc., unless the context clearly indicates otherwise.

### COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

### CUSTOM CALLING SERVICES

Custom Calling Services provide for enhanced call features like Call Waiting and Call Forwarding and is furnished in connection with individual line service.

## SECTION 1. DEFINITION OF TERMS

### CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signaling System Seven (SS7) technology. CLASS is furnished in connection with individual line service.

### CUSTOMER

Any person, firm, partnership, corporation, municipality, company organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

### CUSTOMER ACCESS LINE CHARGE (CALC)

A fixed monthly fee, determined by the FCC, and assessed by the telephone company on each line to defray fixed costs of providing local exchange access.

### CUSTOMER PREMISES INSIDE WIRE

All wire within a customer's premises, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, customer premises inside wire excludes house, riser, buried, and aerial cable.

### CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

### DEMARCATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a customer's premises. The demarcation point is located on the customer's side of the Company's protector or equivalent.

### DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

### DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communications path.

### DIRECT INWARD DIALING (DID)

A feature of some telecommunications systems which allows a caller on the public switched network to directly dial a specific extension telephone working behind the customer's premise equipment.

### DIRECTORY

A book which is published by the Company and typically lists each telephone customer alphabetically, with his/her service location and telephone number.

## SECTION 1. DEFINITION OF TERMS

### DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company's directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

### DIRECTORY LISTING

The publication in the Company's directory and/or directory assistance records of information relative to a customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

### DISCONNECT NOTICE

The written notice sent to a customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

### DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with the standard network interface at a customer's premises.

### DUAL SERVICE

A service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center during the time of a customer move.

### E911 SERVICE

See "Emergency Number Service."

### EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

### ENHANCED SERVICE

Any service that adds value to the users' voice and data messages during the course of transmission.

### ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

### EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

## SECTION 1. DEFINITION OF TERMS

### EXCHANGE ACCESS LINE

The serving central office line equipment and all Company plant facilities including the Company-provided standard network interface device.

### EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

### EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

### EXTENDED AREA SERVICE (EAS)

A type of telephone service furnished under Tariff provisions whereby customers of a given exchange may complete calls to and, where provided by the Tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

### EXTENSION LINE MILEAGE

The measurement applying on an extension line, for the use of which a circuit charge is made in accordance with Tariff provisions.

### EXTENSION SERVICE

Provides the user with the capability for receiving or originating calls at instruments provided at locations other than the main station location with such instruments being connected to the same exchange access line.

### FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress.

### FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.



## SECTION 1. DEFINITION OF TERMS

### HUNTING SERVICE

A central office service arrangement whereby a call made to a busy business line in a specified line group will automatically advance searching for an idle line or trunk.

### INITIAL SERVICE PERIOD

The minimum period of time for which service, facilities, and equipment are provided.

### INSTALLATION CHARGE

A nonrecurring charge associated with the provision of certain facilities and optional service features which may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

### INTERCEPTING SERVICE

A service arrangement whereby a person calling a disconnected or discontinued telephone number is informed that the called telephone number has been disconnected, discontinued, or changed to another number, or that calls are received by another telephone.

### INTERCONNECTION

The connection of telephone equipment to the telephone network, or a data terminal to a data communications network.

### INTEREXCHANGE PRIVATE LINE

A communication path between two or more exchanges not connected for exchange telephone service.

### INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premises of the customer. Also referred to as demarcation point.

### INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by others.

## SECTION 1. DEFINITION OF TERMS

### INTERLATA

Long distance message telecommunications service where point locations are in a different Local Access and Transport Area (LATA).

### INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

### INTRALATA

Long distance message telecommunications service where service point locations are within the same Local Access and Transport Area (LATA).

### JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

### KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

### KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating signaling, holding or other features, are or may be incorporated.

### LATA

See "Local Access and Transport Area."

### LINE

See "Access Line."

### LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating company exchanges which are grouped to serve common social, economic, and miscellaneous purposes.

## SECTION 1. DEFINITION OF TERMS

### LOCAL CALLING AREA

See "Local Service Area."

### LOCAL CHANNEL

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within the same wire center serving area.

### LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

### LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different exchanges between which no toll rates apply.

### LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

### MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of customer-provided equipment or inside wiring.

### MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or long distance.

### MESSAGE RATE SERVICE

A classification of non-coin box exchange service furnished under Tariff provisions, which is charged for on the basis of amount of use.

### MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

### MILEAGE AND ZONE CHARGES

A charge applying for the use of part or all of a channel furnished by the Company.

### MINIMUM CONTRACT PERIOD/MINIMUM SERVICE PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

## SECTION 1. DEFINITION OF TERMS

### MISCELLANEOUS EQUIPMENT

Equipment not regularly furnished with the various classes of exchange service.

### MOBILE TELEPHONE SERVICE

A communication service through a land radiotelephone base station.

### NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling, (calling and called number identification), audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

### NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Company for the provisions of network control signaling.

### NETWORK INTERFACE

See "Interface."

### NONLISTED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the published directory, but is included in the information records and is provided by the directory assistance operations upon request.

### NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the customer, is not listed in the published directory and is not made available to the general public by the Company.

### NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

### OTHER COMMON CARRIER (OCC)

This term denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing services authorized by the Federal Communications Commission.

### OTHER COMMON CARRIER TERMINAL LOCATION

A discrete operational and equipment location of the Other Common Carrier ("OCC") from which the OCC furnishes and administers common carrier communications services to its patrons.

## SECTION 1. DEFINITION OF TERMS

### OUTLET

See "Jack."

### PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

### PREMISES

The same premises consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

### PREMISES WIRING

All wire within a customer's premises, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premises inside wire is located on the customer's side of the Company's premises protector. By definition, customer premises inside wire excludes riser, buried and aerial cable.

### PRINCIPAL CENTRAL OFFICE

Refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileages.

### PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

### PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

### PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

### PRIVATE LINE SERVICE

The channels furnished to a customer for communication between specified locations.

## SECTION 1. DEFINITION OF TERMS

### PRIVATE RIGHT OF WAY

A facility route granted to the Company on or over private property.

### PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

### PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

### RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

### REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commissions Rules and Regulations.

### RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

### ROUTE MEASUREMENT

The physical length of a circuit between two points.

### SERVICE CHARGE

A nonrecurring charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

### SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

### SERVING CENTRAL OFFICE

The central office from which a customer's telephone service is normally provided.

### SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

### SIGNALING SYSTEM SEVEN (SS7)

A specific network control system comprised of signaling protocols which can accommodate advanced telecommunications services.

## 1. DEFINITION OF TERMS

### STATION EQUIPMENT

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

### SUSPENSION OF SERVICE

An arrangement made at the request of the customer, or initiated by the Company, for temporarily discontinuing service.

### TARIFF

The schedule of all rules and regulations, rates, and charges, stated separately by type or kind of service and the customer class filed by the Company and approved by the Commission.

### TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

### TELEPHONE NUMBER

A numerical designation assigned to a customer for convenience in operation and identification.

### TELEPHONE OR TELECOMMUNICATIONS NETWORK

The local telephone exchange and the interstate and intrastate long distance message telecommunications facilities, or network.

### TEMPORARY SERVICE

The provision of service understood to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

### TERMINATION AGREEMENT

An agreement between the Company and the customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

### TERMINATION CHARGE

A charge made to liquidate a customer's obligations for termination of service prior to the expiration of the initial contract period.

## SECTION 1. DEFINITION OF TERMS

### TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the customer or by the Company under its regulations concerning cancellation for cause.

### TIE LINE

A circuit connecting two switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

### TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

### TOLL SERVICE

See "Long Distance Message Telecommunications Service."

### TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, a Key System, or other switching system for the common use of all calls or one class between its two terminals.

### VOICE GRADE CHANNEL

A channel suitable for transmitting a voice signal.

### VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

### WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls.

### WIRE CENTER

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of switched and non-switched telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXXs for use in providing switched services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-switched equipment working with a distant host switch as well as equipment used to terminate dedicated non-switched services.



## SECTION 2. GENERAL REGULATIONS

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## SECTION 2. GENERAL REGULATIONS

### 2.1 Application

#### 2.1.1 General

A. The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the exchanges listed in Section 3 of this Tariff.

B. The rules and regulations in this section govern the furnishing of local exchange service to customers. These rules and regulations are in addition to the rules and regulations contained in other Tariffs filed by this Company.

In the event of any conflict between any rate, regulation, or provision contained in these General Regulations and any rate, regulation or provision contained in the Tariffs described above, the rate, regulation, or provision of the specific Tariff shall apply.

C. Complete Tariffs containing all rates for local exchange service will be kept at all times in the Company's local business offices where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.

D. The rules and regulations specified herein may be modified by the State of South Carolina or the Commission. The Company will comply with any changes which take precedence over this General Customer Services Tariff, unless otherwise established by the courts.

E. Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

## SECTION 2. GENERAL REGULATIONS

### 2.2 Establishing Service

#### 2.2.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights of way and facilities, without unreasonable expense, for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. Regulations for determining charges when excessive costs are involved for the construction of facilities can be found in the Charges Applicable Under Special Conditions section of this Tariff.
- C. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- D. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

## SECTION 2. GENERAL REGULATIONS

### 2.2 Establishing Service (Continued)

#### 2.2.2 Application for Service

- A. Applications for service or requests or orders by the customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted in cases where a deposit is not collected. The amount of the payment will be based on applicable service connection charges and the first month's charges for exchange service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

#### 2.2.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge may apply.
- C. For switched and nonswitched services, the cancellation charge shall be the costs incurred by the Company up to the time of cancellation.

## SECTION 2. GENERAL REGULATIONS

### 2.2 Establishing Service (Continued)

#### 2.2.3 Cancellation or Change in Application for Service (Continued)

- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

#### 2.2.4 Transfer, Assignment, or Supersedure of Service

- A. At the Company's discretion, service previously furnished to one customer may be assumed by a new customer provided this is no lapse in the rendition of service. The new customer must execute a new service agreement which is subject to the provisions of this Tariff and must assume all existing financial responsibilities for the account if such service has been cancelled or abandoned on the previous customer.
- B. An applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a customer discontinuing that service when the applicant is to take service on the premises where service is being rendered, and if a notice to that effect from both the customer and the applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

## SECTION 2. GENERAL REGULATIONS

### 2.2 Establishing Service (Continued)

#### 2.2.5 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have 30 days.

#### 2.2.6 Installation of Service

- A. Applications for service will be processed in accordance with service objectives established by the Commission for installation of service.



## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service

#### 2.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.

#### 2.3.2 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and shall establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

#### 2.3.3 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

#### 2.3.4 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer may elect to provide the protective equipment subject to Company specifications, or such protective equipment can be provided by the Company in accordance with the rates, terms and conditions of Section 5 of this Tariff.
- B. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission Rules and Regulations and Section 15 of this Tariff.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.5 Classifications of Service

##### A. Basis for Classification

1. The determination as to whether a customer's service should be classified as business or residence service is based on the character of the use to be made of the service and facilities.
2. The Company reserves the right to classify any local service furnished to a customer as business or residence service in compliance with this Tariff.

##### B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates apply for:

1. Offices, stores, factories, resorts, construction offices, and all other places of a strictly commercial, professional or business nature.
2. Boarding houses, hotels (except as modified under Section 2.3.5.C.2), offices or hallways of apartment buildings, colleges, and quarters occupied by clubs and fraternal societies. In public, private, or parochial schools, hospitals, nursing homes, libraries, and other institutions.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.5 Classifications of Service (Continued)

##### B. Application of Business Rates (Continued)

3. Residence locations when the customer has no regular business service, and the continued, recurring use of the service over an extended period of time either by the customer, members of his/her household, or his/her guests, or parties calling him/her can be considered as more of a business than of a residential nature. An extended period of time would be one month or longer. This fact might be indicated by typical forms of advertising, or when such telephone use is not such as commonly arises and passes over residence telephones.
4. Residence locations where the residence is physically connected to a place of business or an office is maintained within the premises, the customer has no regular business service, and it is not evident that the service located in the residence is to be employed primarily for domestic use.
5. Residence locations when an additional jack, station or extension bell is located in a shop, office or other place of business.
6. Any location where a business designation is provided or when any title indicating a trade or profession is listed, except as modified under Section 2.3.5.C.4 of this Tariff.
7. Service terminating solely on the answering service facilities of a telephone answering firm.
8. All other locations where the customer's primary use of the service is for business purposes.

##### C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes. Residence rates apply for:

1. Private residences if either alphabetical or classified business directory listings are not requested or provided.
2. Private apartments in hotels, and rooming or boarding houses where service is confined to the domestic use of the customer and business directory listings are not employed.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.5 Classifications of Service (Continued)

##### C. Application of Residence Rates (Continued)

3. The residence of a clergyman or nurse, physician, surgeon, dentist, veterinarian, or other medical practitioner, or certain other professional groups, provided no business designation is employed and the customer does not maintain an office within the residence in which a telephone or jack is located. Titles such as "Dr.", "Rev.", "Judge", and "Professor" are not considered business designations when associated with individual names. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
4. In churches where the telephone is not available for public use, as in a clergyman's study.
5. Private stable or garage when strictly a part of the customer's domestic establishment.
6. College sorority or fraternity houses where members of the sorority or fraternity lodge within the house and order their own individual residence service for their rooms.

##### D. Changes in Classification

1. Changes in classification from residence to business service may be made without change in telephone number if the customer so desires. Service connection charges, which apply for such changes, are found in Section 4 herein.
2. Changes in classification from business to residence service are made at the discretion of the Company and will normally require a change in telephone number. Only in the event of a change in the customer's arrangements will the customer be considered for reclassification to residence service.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable minimum service charge for each service call to the customer's premises where an off-hook condition is found or where the service trouble is caused by faulty wiring or equipment owned and maintained by the customer.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

#### 2.3.8 Customer Premises Inside Wire

##### A. General

1. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, on the customer's side of the demarcation point that extends between the termination of the Exchange Access Line or Private Line and those standard jack locations on the customer's side of the demarcation point to which terminal equipment can be connected for access to the Exchange Access Line.
2. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished to the Commission by the Company.
3. Customer premises inside wire provided by the customer may be connected to residence and business individual Basic Exchange Service or Private Line Service furnished by the Company according to Part 68 of the Federal Communications Commission (FCC) Rules and Regulations.

## SECTION 2. GENERAL REGULATIONS

### 2.3 Furnishing of Service (Continued)

#### 2.3.8 Customer Premises Inside Wire (Continued)

##### A. General (Continued)

4. The Network Interface for the connection of customer premises inside wire consists of a standard miniature modular jack and is provided as part of the Exchange Access Line. Where any Network Interface other than a miniature modular type is used in the provision of a Network Interface, the current charge for such Network Interface will apply. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the insistence of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, then the applicable nonrecurring Service Charges specified in Section 4 of this Tariff will apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.

##### B. Responsibility of the Customer

In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.

##### C. Violation of Regulations

1. Where customer-provided inside wire is in violation of Section 2.3.8, the Company will promptly notify the customer of the violation and will take such immediate action as necessary for the protection of the telecommunications network and Company employees.
2. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.
3. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of the Tariff.

## SECTION 2. GENERAL REGULATIONS

### 2.4 Use of Service and Facilities

#### 2.4.1 Establishment of Identity

The calling party shall establish his/her identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person with whom connection is made at the called location.

#### 2.4.2 Accessories Provided by the Customer

- A. No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.
- B. While the Company's Basic Local Exchange Service as specified in Section 3 of this Tariff may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Company.



## SECTION 2. GENERAL REGULATIONS

### 2.4 Use of Service and Facilities (Continued)

#### 2.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

#### 2.4.4 Transmitting Messages

The Company offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

#### 2.4.5 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after receiving proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

## SECTION 2. GENERAL REGULATIONS

### 2.5 Disconnection, Termination or Suspension of Service

#### 2.5.1 Discontinuance of Service

##### A. Disconnection for Non-Payment

1. A bill for telephone service is delinquent if unpaid by the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the bill, shall constitute proof of the date of issuance.
2. If the bill has not been paid by the payment due date or a deferred payment agreement has not been entered into, a customer's service may be disconnected if proper notice has been given.
3. Proper notice shall consist of a separate mailing or hand delivery at least five days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice.
4. If notice is mailed, the cut-off day may not fall on a Friday, holiday or weekend unless provisions have been made to have someone available to accept payment and reconnect service.
5. The Company shall not issue late notices or disconnect notices to the customer earlier than the first day the bill becomes delinquent in order that a reasonable length of time is allowed to ascertain receipt of payment either by mail or at the Company's authorized payment agency. Payment at the Company's authorized payment agency shall be considered payment to the Company.
6. When customers contact the Company to discuss their inability to pay a bill or indicate that they are in need of assistance with their bill payment, the Company or its representative shall inform the customer of all alternative payment and payment assistance programs available from the Company, such as deferred payment plans, and of the eligibility requirements and procedures for applying for assistance.

## SECTION 2. GENERAL REGULATIONS

### 2.5 Disconnection, Termination or Suspension of Service (Continued)

#### 2.5.1 Discontinuance of Service (Continued)

##### B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement including the charges of another telecommunications common carrier when the Company bills for those carriers.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.
4. Failure to pay an undisputed bill for service previously furnished to the Customer or any other person residing with the Customer.

##### C. Disconnection Without Notice

Telephone service may be disconnected without notice for any of the following reasons:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for non-payment, or in instances of tampering with the Company's equipment or bypassing the same.
3. Impersonation of another with fraudulent intent.
4. Use of service in such a way as to impair or interfere with the service of other customers; such improper use includes, but is not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such customer at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.

## SECTION 2. GENERAL REGULATIONS

### 2.5 Disconnection , Termination or Suspension of Service (Continued)

#### 2.5.1 Discontinuance of Service (Continued)

##### D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant of the premises, unless such previous occupant shall benefit from such service, or unless the occupant benefited from such old service.
2. Failure to pay for merchandise or charges for non-communication service purchased from the Company including, but not limited to, any non-regulated telecommunication equipment or service.
3. Failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to services.
4. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six months prior to the current billing.
5. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for disconnection of residential service or vice versa.

##### E. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

##### F. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

## SECTION 2. GENERAL REGULATIONS

### 2.5 Disconnection, Termination or Suspension of Service (Continued)

#### 2.5.2 Termination of Service

##### A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated in the paragraph below for termination of service by the customer apply.
2. Should service be terminated for non-payment of charges, restoration of service will be made only as provided in Section 2.5.4, Restoration of Service.

##### B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable termination charges.

#### 2.5.3 Suspension of Business and Residence Service

Upon request, a customer receiving business or residence services may arrange for the temporary suspension of such service, for vacation or other similar purposes, subject to the terms and conditions specified in this Tariff.

#### 2.5.4 Restoration of Service

- A. For restoration of a customer's telecommunications service when service has been disconnected, the conditions listed below are applicable. Service charges are described in Section 4 of this Tariff.
- B. Service will be restored within a reasonable length of time during regular working hours after payment of all past due charges, including any required deposit, and the payment of service charges for restoration of service. The Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and service charge(s) in lieu of accepting a personal check or monies not guaranteed.
- C. If the customer's service has been terminated, the customer may be required to reapply for telephone service as a new applicant before having service restored. Such application will be subject to service charges, deposits, and other applicable fees.

## SECTION 2. GENERAL REGULATIONS

### 2.5 Disconnection, Termination or Suspension of Service (Continued)

#### 2.5.4 Restoration of Service (Continued)

- D. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for non-payment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for non-payment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for non-payment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations

#### 2.6.1 General

- A. The Company will place in each business office, and make available for inspection, copies of the rate schedules and rules relating to the services of the Company as filed with the Commission.

#### 2.6.2 Customer Complaints

- A. Upon complaint to the Company by a customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Office of Regulatory Staff (ORS) complaint process, and inform the complainant that they may contact the ORS at the address below.

S.C. Office of Regulatory Staff (ORS)  
1401 Main Street, Suite 900  
Columbia, SC 29201  
Telephone: 803-737-5230  
Toll Free: 800-922-1531

- C. Upon receipt of a complaint, either by letter or by telephone, from the ORS on behalf of a customer, the Company shall make a suitable investigation and advise the ORS of the results thereof. The Company will respond to ORS complaints within the allotted time periods mandated by the ORS.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.3 Deposit Requirements

##### A. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

##### B. Establishment of Credit

1. The Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills.
2. An applicant will not be required to pay a deposit subject to the following conditions:
  - a. The applicant is able to provide a letter of good credit from a previous service telephone company stating that the applicant has been a customer for the same kind of service within the last 24 months and is not delinquent in payment of any such telephone service account, and during the last 24 consecutive months of service did not have two consecutive 30 day arrearages or more than two non-consecutive 30 day arrearages and has not been sent four or more late payment notices in the past nine months.
  - b. The applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required.
    - (1) The third party guarantor must be a customer of the Company and must have been a customer of the Company for at least one year, and have established satisfactory credit in which no balance has been carried forward within the last year and without having service disconnected for non-payment of account during the last year.
    - (2) The guaranty contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the customer from whom a deposit or Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service as provided in this Tariff.



## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.3 Deposit Requirements (Continued)

##### B. Establishment of Credit (Continued)

3. An applicant for service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.
4. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, or execute a deferred payment agreement if offered, and re-establish credit before service is rendered by the Company.

##### C. Deposit Required

1. When a permanent residential or business applicant does not meet the conditions listed in Section 2.6.3.B, a deposit will be required by the Company based on the result of a Credit Bureau report authorized by the applicant.
2. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two months total bill including toll and taxes. For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two consecutive months within the preceding six-month period.
3. All deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the customer's payment habits.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.3 Intentionally left blank. (Continued)

D. Intentionally left blank.

E. Intentionally left blank.

F. Intentionally left blank.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.3 Intentionally left blank. (Continued)

G. Intentionally left blank.

H. Complaint by Applicant or Customer

The Company will inform an applicant or customer seeking to establish or re-establish credit, if dissatisfaction is expressed with the Company's decision regarding deposit requirements, of the customer's right to file a complaint with the ORS.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.4 Payment for Service

A customer shall be responsible for the payment of all charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer's telephone. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the Company has followed procedures for proper customer notification. The services or facilities furnished by the Company may be suspended for failure of the customer to pay any sum due as set forth under Section 2.5.1, Discontinuance of Service.

##### A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same customer class that the Company may have chosen to transfer from a customer's prior delinquent account(s). Payment of charges for moves and changes and other nonrecurring charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the customer's bill for service, which is equal to the pro-rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the customer with a breakdown of local service charges at least annually. Local service charge details will also be provided to the customer subsequent to new installation and changes in service.

##### B. Pro-Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro-rated.

##### C. Suspended or Disconnected Service

1. Should service be suspended for non-payment of charges, it will be restored only as provided in Section 2.5.4, Restoration of Service.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.4 Payment for Service (Continued)

##### C. Suspended or Disconnected Service (Continued)

2. When service has been permanently disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

##### D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a customer so requests. If the customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service if one had not been issued before the payment arrangement was executed.

##### E. Deferred Payment Plan

1. A deferred payment plan is any arrangement between the Company and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. The Company, at its sole discretion, may offer deferred payment plans upon customer request consistent with Commission rules and regulations.
2. Deferred payment plans will be based on the following procedures:
  - a. Deferred payment plans entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
  - b. The Company has the right to set the terms of the deferred payment plan and disconnect service if a customer does not fulfill the established terms.
  - c. A deferred payment plan may be made by visiting the Company's business office or contacting the Company by telephone.
  - d. If the customer's economic or financial circumstances change substantially during the time of the deferred payment plan, the Company may re-negotiate the deferred payment plan with the customer, taking into account the changed economic and financial circumstances of the customer.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.5 Allowance for Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 24 hours or longer after being reported to be out of order and after access to the premises is made available, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

#### 2.6.6 Adjustment of Charges for Overbilling and Underbilling

##### A. General

If billings for telecommunications service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company.

##### B. Customer Overbilling

If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges provided that the applicable statute of limitations shall not be exceeded. If the interval during which the customer was overcharged cannot be determined, then the Company shall credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.

##### C. Customer Underbilling

If the customer was underbilled, the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.

The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bill devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

## SECTION 2. GENERAL REGULATIONS

### 2.6 Customer Relations (Continued)

#### 2.6.7 Disputed Bills

- A. In the event of a dispute between a customer and the Company regarding any bill for service, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the customer, and in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the ORS.
- B. A customer's service shall not be subject to discontinuance for non-payment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

## SECTION 2. GENERAL REGULATIONS

### 2.7 Liability of the Company

#### 2.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate local service charge to the customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the customer, authorized user, or joint user or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

- B. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in Paragraph A, above, will be allowed for the entire period surrendered.

#### 2.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

#### 2.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, and apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.



## SECTION 2. GENERAL REGULATIONS

### 2.7 Liability of the Company (Continued)

#### 2.7.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

#### 2.7.5 Service and Facilities in Explosive Atmospheres

- A. The Company does not guarantee, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the Company's facilities.
- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities within the hazardous area, if in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

### 3. BASIC LOCAL EXCHANGE SERVICE

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### SECTION 3. BASIC LOCAL EXCHANGE SERVICE

#### 3.1 Application

##### 3.1.1 General

- A. Basic local exchange service rates in this Tariff are identified with the SkyBest Communications, Inc. headquarters, located in West Jefferson, North Carolina.
- B. Basic local exchange service, as offered in this Tariff, is comprised of exchange access lines defined as follows:

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

- C. Exchange access lines are subject to the nonrecurring charges specified in Section 4 of this Tariff.
- D. The rates for services not specifically shown in this section are presented in other sections of this Tariff.

### 3. BASIC LOCAL EXCHANGE SERVICE

#### 3.2 Monthly Exchange Rates

The following schedule of rates is applicable to basic flat rate exchange access line service. The rates specified herein entitle subscribers to an unlimited number of messages to all exchange access lines bearing the designations of central offices within the serving exchange and basic service area additional exchanges listed in Section 3.2.2 of this Tariff.

3.2.1	Flat Rate Service	Maximum Monthly Rate
A.	Residence	
	Exchange Access Line - One Party	\$ 16.70
B.	Business	
	Exchange Access Line - One Party	\$ 21.00
C.	Business Private Branch Exchange (PBX) Trunks	
1.	Combination	\$ ICB
2.	Inward Only	\$ ICB
3.	Outward Only	\$ ICB

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**SECTION 3. BASIC LOCAL EXCHANGE SERVICE**

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3.2. Monthly Exchange Rates (Continued)

3.2.2 Local Calling Areas

The rates specified in Section 3.2.1 entitle customers to access all stations bearing the central office designations of additional exchanges as shown below. The local calling area of the exchanges in the left-hand column also includes the exchanges listed under the Additional Exchanges column.

<u>Serving Exchange</u>	<u>Additional Exchanges (EAS)</u>
Anderson	Belton, Honea Path, Pelzer, Pendleton, Starr-Iva, Williamston
Belton	Anderson, Honea Path, Pelzer, Williamston
Blacksburg	Gaffney, Grover, NC (includes those exchange access lines in Antioch, SC which are a part of the Grover, NC exchange), Hickory Grove
Blue Ridge	Greenville, Greer, Lyman, Travelers Rest
Central	Clemson, Easley, Liberty, Pickens, Six Mile
Clemson	Central, Pendleton, Seneca, Six Mile
Clinton	Joanna, Laurens, Laurens Rural
Clover	Gastonia, NC (includes those exchange access lines located in Mill Creek, SC and vicinity which are a part of the Gastonia, NC exchange), Lake Wylie, Lake Wylie West, South Crowders Creek, NC, York
Cowpens	Spartanburg
Easley	Central, Greenville, Liberty, Pickens, Six Mile

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**SECTION 3. BASIC LOCAL EXCHANGE SERVICE**

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3.2. Monthly Exchange Rates (Continued)

3.2.2 Local Calling Areas (Continued)

<u>Serving Exchange</u>	<u>Additional Exchanges (EAS)</u>
Fountain Inn	Greenville, Simpsonville
Greenville	Blue Ridge, Easley, Fountain Inn, Greer, Liberty, Pickens, Piedmont, Simpsonville, Travelers Rest
Gaffney	Blacksburg
Greer	Blue Ridge, Greenville, Lyman
Hickory Grove	Blacksburg, Sharon, York
Honea Path	Anderson, Belton, Due West
Joanna	Clinton, Laurens, Laurens Rural
Jonesville	Pacolet, Union
Lake Wylie	Charlotte, NC, Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC, exchange), Lake Wylie West, South Crowders Creek, NC, York
Lake Wylie West	Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC, exchange), Lake Wylie, South Crowders Creek, NC, York
Liberty	Central, Easley, Greenville, Pickens, Six Mile
Lyman	Blue Ridge, Greer, Inman, Spartanburg
Pacolet	Jonesville, Spartanburg

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**SECTION 3. BASIC LOCAL EXCHANGE SERVICE**

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3.2. Monthly Exchange Rates (Continued)

3.2.3 Local Calling Areas (Continued)

<u>Serving Exchange</u>	<u>Additional Exchanges (EAS)</u>
Pelzer	Anderson, Belton, Williamston
Pendleton	Anderson, Clemson
Pickens	Central, Easley, Greenville, Liberty, Six Mile
Piedmont	Greenville
Salem	Seneca, Walhalla, Westminster
Seneca	Clemson, Salem, Walhalla, Westminster
Six Mile	Central, Clemson, Easley, Liberty, Pickens
Sharon	Hickory Grove, York
Spartanburg	Chesnee, Cowpens, Enoree, Inman, Lyman, Pacolet, Woodruff
Travelers Rest	Blue Ridge, Greenville
Union	Jonesville, Lockhart
Walhalla	Salem, Seneca, Westminster
Westminster	Salem, Seneca, Walhalla
Williamston	Anderson, Belton, Pelzer
York	Clover, Hickory Grove, Lake Wylie, Lake Wylie West, Rock Hill, Sharon, South Crowders Creek, NC

## SECTION 4. SERVICE CHARGES

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## SECTION 4. SERVICE CHARGES

### 4.1 Definitions

#### 4.1.1 Account

A customer's record relating to the customer's service or equipment billed to a telephone number, or account number. Service may be located on one or more premises as long as it is part of the customer's main telephone system and billed to the main telephone number.

#### Service Charge

A nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging, or furnishing of telecommunications service or facilities. Service charges are categorized as:

-Service Order Charge

-Premises Visit Charge

-Central Office Work Charge

#### 4.1.2 Service Charge Elements

##### A. Service Order Charge

A charge associated with functions involving the receipt, recording and processing of information in connection with a customer's or applicant's request for service.

##### B. Premises Visit Charge

A charge associated with a trip to the customer/applicant's premises to comply with the customer/applicant's request to establish, to add to, or to rearrange service.

##### C. Central Office Work Charge

A charge associated with making and changing connections or software arrangements in the central office.

#### SECTION 4. SERVICE CHARGES

##### 4.2 Application of Service Charges

###### 4.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the customer as indicated throughout this Tariff except as modified hereinafter. Such charges apply in addition to, and not in lieu of, Installation Charges or Construction Charges associated with unusual costs incurred to establish service.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, to add to, or to rearrange service as requested by the customer.
- C. The charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the customer requests that work be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs applies.
- D. All changes in location of customer's equipment or service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with Service Charges applying.
- E. Service Charges may be required to be paid at the time of application for service, or upon presentation of a bill.
- F. For rearrangement of drop wire and/or protector, a Service Order Charge and Premises Visit Charge as specified shall apply.
- G. For changes in telephone numbers, the appropriate Service Order Charge, Central Office Work Charge and Premises Visit Charge (if applicable) will apply.

#### SECTION 4. SERVICE CHARGES

##### 4.2 Application of Service Charges (Continued)

###### 4.2.1 General (Continued)

###### H. Service Charges are not applicable for:

1. Moves or changes required for normal maintenance and repair of the Company's service.
2. Change or correction in billing address when there is no connection, disconnection, move or change in the service.
3. An upgrade or regrade of service for Company reasons.
4. Telephone number changes for Company reasons.
5. When existing customers disconnect their Local Exchange Access Service.
6. Blocking access to 900 Service when requested at the time the telephone service is initially established and for 60 days thereafter.
7. Specific instances addressed in Section 3 of this Tariff.

###### I. Charges specified in this Section do not apply to services furnished under the concurrence provisions included in this Tariff. Nonrecurring charges for these services are included with the Tariff provisions in which the Company concurs.

#### SECTION 4. SERVICE CHARGES

##### 4.2.2 Specific Application of Service Charges

###### A. Service Order Charge

1. A Service Order Charge is applicable for requests to establish an account for initial connection of service.
2. A Service Order Charge is applicable for connection of additional local exchange access lines, private lines or detached access lines to an established service.
3. A Service Order Charge is applicable for changes and transfers of service involving a change in name and responsibility.
4. A Service Order Charge is applicable for restoration of service disconnected for non-payment.
5. A Service Order Charge is applicable for subsequent requests for service, for restoration of service at the customer's request and for requests for change in class or grade of service.
6. A Service Order Charge is applicable for service ordered during a pending service order which cannot be included on the pending service order.
7. A Service Order Charge is applicable for additions, moves or changes of lines in the same building or in different buildings on the same premises.
8. A Service Order Charge is applicable for each telephone number changed at the customer's request. No charge is applicable for a number change initiated by the Company.
9. A Service Order Charge is applicable for changes to a directory listing if a customer requests this change.
10. Service order charges may be waived from time to time to be used as special limited time incentives.

#### SECTION 4. SERVICE CHARGES

##### 4.2 Application of Service Charges (Continued)

##### 4.2.2 Specific Application of Service Charges (Continued)

###### B. Premises Visit Charge

1. A Premises Visit Charge is applicable when a trip to the customer/applicant's premises is required to complete work requested by a customer.
2. Only one Premises Visit Charge will apply in connection with the same service order when more than one trip to the customer/applicant's premises is necessary for Company reasons. The charge will apply if additional trips are necessitated by a customer/applicant request.
3. A Premises Visit Charge is applicable when a trip to the customer/applicant's premises is required to arrange for the connection of or change to customer-provided equipment.
4. A Premises Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

###### C. Central Office Work Charge

A Central Office Work Charge will apply for work including, but not limited to, making or changing connections or software arrangements in the central office.

**SECTION 4. SERVICE CHARGES**

4.3 Schedule of Service Charges

4.3.1 Service Order Charge

		Maximum <u>Nonrecurring Charge</u>
Per Service Order:		
A.	Residence	
1.	INITIAL - For connecting new or additional central office lines.	\$ 18.00
2.	SUBSEQUENT - For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines.	\$ 8.00
3.	RECORDS ONLY - For changes not involving equipment moves or line connections.	\$ 8.00
B.	Business	
1.	INITIAL - For connecting new or additional central office lines.	\$ 18.00
2.	SUBSEQUENT - For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines.	\$ 8.00
3.	RECORDS ONLY - For changes not involving equipment moves or line connections.	\$ 8.00

**SECTION 4. SERVICE CHARGES**

4.3 Schedule of Service Charges (Continued)

Maximum  
Nonrecurring Charge

4.3.2 Premises Visit Charge

Per customer request:

A.	Residence	\$ 15.00
B.	Business	\$ 15.00

4.3.3 Central Office Connection Charge

Per service order involving central office work:

A.	Residence	\$ 10.00
B.	Business	\$ 12.00

#### SECTION 4. SERVICE CHARGES

##### 4.4 Termination Charges

###### 4.4.1 General

When a customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

###### 4.4.2 Rates and Charges

###### A. Order Cancellation Charge

Termination charges associated with canceling an order shall equal the cost incurred by the Company in engineering, ordering, and providing the equipment and disposing of it less credits obtained through disposal.

###### B. Service Cancellation Charge

Termination charges associated with the cancellation of service prior to the expiration date of the initial contract period shall be paid by the customer to the Company at a rate equal to the monthly rate multiplied by the number of months remaining in the contract period.

##### 4.5 Returned Check Charge

###### 4.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

###### 4.5.2 Rates and Charges

The Company may establish a Returned Check Charge as it deems appropriate subject to the maximum amounts and the exceptions contained in S.C. Code Ann. §34-11-70 and R.103-622.2, as amended.



**SECTION 4. SERVICE CHARGES**

4.6 Restoration of Service Charge

4.6.1 General

When service is temporarily suspended at a customer's request or temporarily suspended for non-payment of charges, a Restoration of Service Charge will apply.

4.6.2 Rates and Charges

A. Temporary Suspension at Customer's Request

In the event service is temporarily suspended at the subscriber's request, in accordance with the provisions as set forth in Section 13.2, such service will be restored, and charges as specified below will apply.

	<u>Maximum Nonrecurring Charge</u>
2. Residence	\$ 13.00
2. Business	\$ 13.00

B. Temporary Suspension for Non-Payment

In the event service is suspended for non-payment of charges, such service will be restored upon payment of charges due, or at the discretion of the Company, a substantial portion thereof, and is in addition to the following Restoration of Service Charge.

	<u>Maximum Nonrecurring Charge</u>
1. Residence	\$ 30.00
2. Business	\$ 30.00

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

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## SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

### 5.1 Special Charges for Temporary, Speculative or Unusual Construction

#### 5.1.1 General

- A. Facilities of the Company will be extended in accordance with the provisions of this Section. Special charges may be applied in addition to the usual Service Connection Charges and monthly rates. Special Charges apply primarily when unusual investment or expense will be incurred by the Company, such as when:
  - 1. Conditions require, or the customer requests the provision of special equipment, unusual or non-standard methods of plant construction, installation or maintenance or a move of Company facilities;
  - 2. The customer's location requires the use of costly private right-of-way; or
  - 3. The proposed service is of a temporary nature and the plant to be used for such service would not all be of value to the Company in the general conduct of its business upon discontinuance of that service.
- B. The Company will retain title to all plant constructed, as specified within this Tariff, whether provided wholly or partially at a customer's expense.
- C. The customer may be required to pay all or a portion of construction charges made by another Telephone Company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make nonrefundable advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the opinion of the Company there is evidence of credit risk. A cash deposit may also be required as discussed under Section 2 of this Tariff.
- E. When attachments are made to poles of other companies, instead of providing new pole line construction for which Construction Charges would be applicable under the provisions of this Section, the customer shall pay in whole or in part the Company's cost for such attachments.
- F. Line extensions and special service arrangements are further subject to the regulations specified in the Tariffs of this Company.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.1 Special Charges for Temporary, Speculative or Unusual Construction (Continued)

5.1.2 Application of Special Charges

- A. Temporary Construction - The customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

5.2 Line Extensions

5.2.1 Facilities to be Provided Without Construction Charge

- A. The Company will furnish adequate telephone service to the largest practicable number of customers within its certificated service area without requiring payment of a construction charge.
- B. The cost for line extension construction to remote commercial locations (i.e., request for telemetering service at remote sites) where it is determined by the Company that there will be no residential growth potential in the foreseeable future shall be borne by the customer.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.2 Line Extensions (Continued)

5.2.2 Construction Charges for Facilities in Excess of Allowances

- A. The Company will extend its distribution plant to applicants in areas where facilities are not available under the following conditions and limitations:
1. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the Company's judgement there is evidence of credit risk. A cash deposit may also be required as specified in Section 2 of this Tariff.
  2. The construction charge for line extensions is apportioned equally among all applicants of a group.
  3. All costs will be computed on a current basis. Material cost will be computed on the basis of the extension of one circuit to the applicant.
  4. The type of cable plant extension will be determined by the Company as dictated by current and future circumstances, situations and forecasts, and the cost will be estimated accordingly.
  5. When required, the construction charge assessed an applicant or applicants for facilities shall be paid in advance, based on estimated charges. An adjustment to the actual charge will be made upon completion of construction.
  6. Payments for line construction are not refundable and no credit will be allowed for future installation on line extensions constructed under the above regulations.
  7. Where the customer or applicant is required to pay all or a portion of the construction cost to extend a line, the materials and equipment furnished and installed by the Company shall be totally owned and maintained by the Company.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.2 Line Extensions (Continued)

5.2.3 Poles on Private Property

Poles on private property to be used in serving an individual customer will be furnished by the Company at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer in excess of those deemed necessary by the Company will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Company.

5.2.4 Provisions of Private Right-of-Way

The Company's obligation to provide service is solely dependent upon its ability to secure, retain and maintain suitable right-of-ways without unreasonable expense. When conditions require, applicants shall provide, without expense to the Company, private right-of-ways as needed. Any and all private right-of-ways or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

5.2.5 Temporary Service or Service to a Moveable Premises

- A. Where the proposed service is of a temporary nature and the plant would have no value to the Company upon discontinuance of the service, the applicant shall be charged the estimated cost of construction and removal of the plant or portion of the plant which would not be of value to the Company, less the estimated immediate net recovery value of the material used.
- B. Where plant construction is required to provide any service or facility of a temporary nature or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.
- C. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
- D. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.3 Special Construction

5.3.1 Private Property

- A. An average amount of entrance and distribution facilities will be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. The applicant may be required to pay the costs over and above those applicable for a normal installation:
  - 1. If additional entrance or distribution facilities are required;
  - 2. If the conditions are such as to require special facilities, maintenance or methods of construction;
  - 3. If the installation is for a temporary or semi-permanent purpose; or
  - 4. If for any other reason the construction costs are excessive as compared with the revenue to be derived.
- C. The customer will provide the Company, upon request and without charge, written permission for the placing of the Company's facilities on the property.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.3 Special Construction (Continued)

5.3.2 Service to Residential and Commercial Developments

- A. The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development, which in the Company's opinion are of a promotional or speculative nature, the Company may require an advance deposit equal to all or a portion of the costs of such construction depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.
1. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be computed to reflect regular Tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
  2. No refund will be made on any remaining balance of the construction advance after five years from the date the extension of facilities for the developer was completed.
  3. Unless included in the construction advance made by the developer, extensions from the facilities installed for the developer will be made in accordance with the provisions of the Company's extension policies and any required fees, deposits or prepayments shall be paid by the applicant requesting service to such lot or tract.
- B. The applicant for telephone service to a development is required to provide the Company, at the applicant's own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.



**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.3 Special Construction (Continued)

5.3.3 Underground Service Connections

A. When customers request underground service connections instead of aerial drop wires which would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and the customer subsequently requests that such facilities be placed underground, the following regulations apply:

1. Where cable is to be placed in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company;
2. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
3. Where cable is laid in a trench at the customer's request, the trench shall be constructed and back-filled under the Company's supervision and by or at the customer's expense;
4. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit has been inspected in place by the Company and approved. Repairs or replacements of cable in the conduit or trench made necessary by damage caused by the customer or his representatives will be made only at the customer's expense;
5. Where facilities are changed from aerial to buried or underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities;
6. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay additional costs involved where a different type of construction than that proposed by the Company is desired; and
7. When a special type of construction other than those covered preceding is desired by the customer or when the individual requirements of a particular situation make the construction unusually expensive, the customer is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the customer except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.3 Special Construction (Continued)

5.3.4 Rearrangement of Existing Plant

When the Company is requested to move or change existing plant, and no specific charge is quoted in this Tariff, the person at whose request such move or change is made may be required to bear the costs incurred.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.3 Special Construction (Continued)

5.3.5 Special Construction Charges for Multiple Lines Terminated at Private Residence Locations

- A. When a subscriber requests more than five total lines or requests additional lines that result in more than five total lines to a residence location, special construction charges may apply. If existing facilities are not available to satisfy the subscriber's request, it may be necessary to place an additional service drop or to use approved electronics to avoid placing a cable. If electronics are utilized, the subscriber shall be responsible for the non-reusable material costs and the labor costs, including removing and relocating the electronics. If the Company deems it appropriate to place a cable from the right-of-way or easement to the premises, the special construction charges should include the costs to construct the cable and the terminal which are not reusable for other subscribers.
- B. When a subscriber requests more than five total lines or requests additional lines that results in a total of more than five lines at a residence location that requires the reinforcement of the distribution cable, special construction charges shall apply for the portion of the distribution facility that would not normally have been placed at that location by the Company.
  - 1. If the cable is sized to serve only the subscriber's request, i.e. the existing cable is properly sized for the current additional line usage for that location, the total cost for the construction of the cable and associated terminal(s) shall be billed to the subscriber making the request.
  - 2. If the cable is sized to reinforce the existing distribution facility as well as serve the subscriber's request, only the portion of the material and labor costs above the costs to reinforce the embedded cable shall be billed to the subscriber making the request.
- C. The Company reserves the right to require a customer to pay special construction charges prior to the start of construction.
- D. Construction charges may apply to a private residence location in accordance with other provisions contained within Section 5 of this Tariff for subscriber requests of five or less lines.

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.4 Charges for Unusual Repair

5.4.1 Buried Service Wire

- A. When a subscriber, company, or other party causes damage to Company-owned buried service wire, the following nonrecurring charge is applicable per buried service wire.

1. Repair of buried service wire

Maximum  
Nonrecurring Charge

- a. Per buried service wire

Actual Cost

5.5 Special Service Arrangements

5.5.1 General

- A. If the requirements of customers cannot be met with the regularly offered service arrangements, special service arrangements may be furnished by the Company, where practical, at charges equivalent to the estimated cost of such equipment and arrangements provided it is not detrimental to any of the services furnished under the Company's Tariffs.

5.5.2 Computation of Rates and Charges

- A. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.
- B. Estimated cost consists of an estimate of the total cost to the Company in providing the special service arrangement including:
1. Cost of maintenance;
  2. Cost of operation;
  3. Depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  4. General administration expenses, including taxes on the basis of average charges for these items;

**SECTION 5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

5.5 Special Service Arrangements (Continued)

5.5.2 Computation of Rates and Charges (Continued)

B. (Continued)

5. Any other item of expense associated with the particular special service arrangement;  
and

6. An amount, computed on the estimated cost installed of the facilities used to provide  
the special service arrangement, for return on investment.

C. Estimated installed cost mentioned above includes cost of equipment and materials provided  
or used plus the estimated cost of installing, including engineering, labor, supervision,  
transportation, rights-of-way, and other items which are chargeable to the capital accounts.

D. Special service arrangement rates are subject to review and revision conditioned upon  
changing costs.

E. At such time as a special service arrangement becomes a Tariff offering, the Tariff rate or rates  
will apply from the date of Tariff approval.

F. The following rate treatments may be used in connection with charges for special service  
arrangements.

1. Monthly rental and termination agreement with or without an installation charge.

2. Monthly rental with or without an installation charge.

G. Initial service periods exceeding one month may be necessary for facilities and equipment  
provided under a special service arrangement.

## SECTION 6. DIRECTORY LISTINGS

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## SECTION 6. DIRECTORY LISTINGS

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## SECTION 6. DIRECTORY LISTINGS

### 6.1 Regulations

#### 6.1.1 General

- A. The rates and regulations for directory listings apply only to the alphabetical section of the directory containing the regular alphabetical list of names and telephone numbers of customers.
- B. Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone numbers. Special arrangements of names are not contemplated. Any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification will not be allowed.
- C. Listings are regularly provided in connection with all classes of exchange service unless the customer subscribes to Nonpublished Number Service.
- D. A listing must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and its directories, confuse individuals using the directory, or when the customer is unable to provide satisfactory evidence that he is authorized to do business as requested.
- E. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.



## SECTION 6. DIRECTORY LISTINGS

### 6.1 Regulations (Continued)

#### 6.1.1 General (Continued)

- F. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- G. Non-Listed Service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.
- H. Non-Published Service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, is not included in the information records and not provided by the directory assistance operator upon request.
- I. The listings of subscribers, either without charge or at the rate specified herein for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- J. The listed address may not include the post office box or the use of the word or abbreviation for floor or room numbers of building or apartment houses, or other such designations.
- K. Except as provided in this Tariff, one primary listing is provided without charge for each main service or the first number in a group. Listings provided without charge include the following:
  - 1. Each basic local exchange line
  - 2. Each key or PBX trunk group

## SECTION 6. DIRECTORY LISTINGS

### 6.2 Business Listings

#### 6.2.1 General

Business listings generally consist of a name, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., Ofc., Atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

#### 6.2.2 Trade Names

A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a business listing unless the customer shows satisfactory evidence that he/she is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.

### 6.3 Residence Listings

#### 6.3.1 General

- A. Residence listings consist of a name or dual names, the address of the premises at which service is rendered and the telephone number.
- B. Any listing other than an individual name will be considered a business service listing with the exception of those specified in this Tariff.
- C. Dual name listings are available only for residence subscribers who share the same surname and reside at the same address or where a person is known by two first names. Dual name listings may be provided as the primary listing at no recurring charge or as an additional listing at the regular residential additional listing rate.

## SECTION 6. DIRECTORY LISTINGS

### 6.4 Miscellaneous Listings

#### 6.4.1 Public Telephone Access Service Listing

Listings provided in connection with Public Telephone Access Service are furnished under the same rates and regulations as other business services.

#### 6.4.2 Intentionally Left Blank

#### 6.4.3 Emergency Service Listing

A 911 telephone number must be listed along with a non-emergency telephone number for emergency agencies at no charge.

#### 6.4.4 Personal Ring Service Listing

One listing for each Personal Ring Service number will be furnished on a listed basis at no charge to the customer. The service listing must be either business or residence based on the primary directory number's service type. Additional listings and non-published numbers may be provided and are subject to the rates specified in Section 6.9 of this Tariff.

## SECTION 6. DIRECTORY LISTINGS

### 6.5 Additional Directory Listings

#### 6.5.1 General

- A. The additional listing rates and conditions apply to each regular or special type of additional listing ordered by the customer.
- B. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
- C. Additional listing charges are automatically discontinued upon termination of the main service.
- D. Additional listings will have the same address as the primary listing. However, when in the opinion of the Company, it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, the following exceptions may be allowed:
  - 1. If additional listings are required to properly identify the customer, such additional listings may be provided without charge to the extent that the number of listings allowed does not exceed the number of main station lines, key trunks or PBX trunks associated with that service.
- E. Additional residence-type listings may be provided in the names of permanent guests or tenants of hotels, motels and apartment houses equipped with key or Private Branch Exchange systems, provided that written approval is obtained in advance from the hotel, motel or apartment house involved. In such circumstances:
  - 1. Business additional listing rates apply; and
  - 2. No separate billing will be issued.
- F. An additional business listing may be furnished in other names when in the sole judgement of the Company the customer's service is not being resold.

#### 6.5.2 Special Types of Additional Listings

##### A. Duplicate and Reference Listings

Listings of nicknames, abbreviated names, re-arrangements of names, names which are commonly spelled in more than one way, and other names by which customers are known are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer and when they are not desired to secure a preferential position in the directory or for advertising purposes. Cross-reference listings are permitted when their use will facilitate the handling of telephone calls.

## SECTION 6. DIRECTORY LISTINGS

### 6.5 Additional Directory Listings (Continued)

#### 6.5.2. Special Types of Additional Listings (Continued)

##### B. Alternate Listings

1. Listing of an alternate telephone number to be called in case no answer is received, or to be used after business hours and on Sundays and holidays, is permitted for customers to all classes of service.
2. Names of individuals are not permitted in listings of this type. The alternate number may be a number that is not the requesting customer's number. In such case, the written consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.

##### C. Intentionally Left Blank

##### D. Indented Listings

Indented listings are used where a customer has more than one listing for service under the same name at one or more locations. An indented listing may be either a business listing or a residence listing where the name in the second listing would be a repetition of that in the first.

## SECTION 6. DIRECTORY LISTINGS

### 6.5 Additional Directory Listings (Continued)

#### 6.5.2. Special Types of Additional Listings (Continued)

##### E. Caption Listings

Listings may be indented under a caption or sub-caption at no additional charge for the caption arrangement when in the judgment of the Company the caption will facilitate the use of service. The captions must be an essential part of the indented listings which follow and may include names of departments, branches of the business or titles of officials. Listings that are variations of the same general line of business, or which in the judgment of the Company appear to advertise the extent of the customer's business, are not permitted in listings to be indented under captions.

##### F. Temporary Listings

Residence customers who lease their premises for periods of less than one year and who request the Company to render service to their tenants without a change in the customer billing, may arrange for the listing of such tenants on "Directory Assistance" records only. All charges including such additional listing charges will continue to be rendered in the name of the customer who shall continue to remain responsible for all such changes.

##### G. Extra Lines of Information

Listings of other information which is not required in order to efficiently handle telephone traffic is not included in the charges for service. For example, such other information may be the office hours of a business. The Company may accept listings of such miscellaneous information at its discretion at the rates for special types of additional listings applicable to each requested line of additional information.

## SECTION 6. DIRECTORY LISTINGS

### 6.6 Non-Published Number Service

#### 6.6.1. General

- A. Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories and directory assistance records.
- B. Incoming calls to non-published telephone numbers will be completed only when the calling party places the call by number.
- C. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing or disclosing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the monthly charges applied for this service by the Company for Non-Published Number Service.
- D. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a non-published telephone number in the telephone directory, or disclosing of such number to any person.
- E. The rate for Non-Published Number Service does not apply to:
  - 1. Service which is installed for a temporary period.
  - 2. Inward Wide Area Telephone Service (800 Service)
- F. A customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Number Service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 Public Safety Answering Point (PSAP) or E911 service database.

## SECTION 6. DIRECTORY LISTINGS

### 6.7 Non-Listed Number Service

#### 6.7.1 General

Non-Listed Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories, but includes the number listing in the information records and is provided by the directory assistance operator upon request.

### 6.8 Liability For Directory Listing Service

#### 6.8.1 General

- A. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.
- B. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
- C. If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is an available, usable number, the customer's number shall be changed to the listed number at no charge, if requested.
- D. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.



**SECTION 6. DIRECTORY LISTINGS**

6.9 Rates and Charges

6.9.1 General

The subscriber to the service assumes responsibilities for all charges associated with his/her service.

A. Recurring Monthly Rates	Maximum Monthly Rate
1. Primary Service Listing	No Charge
2. Additional Name Listings	\$ 1.00
3. Additional Line Matter	\$ 1.00
4. Intentionally Left Blank	
5. Non-Published Service	\$ 1.50
6. Non-Listed Service	\$ 1.50
7. Intentionally Left Blank	\$ 3.00
B. Service Charges	
1. See Section 4 of this Tariff for applicable Service Charges.	
2. When Directory Listings are ordered at the same time as the initial installation of Local Access Line Service, no additional service charges will be applied for the directory listing(s).	

6.10 Provision and Ownership of Directories

6.10.1 General

- A. One copy of local directories shall be distributed to each access line customer without charge. Additional directories, including replacement of mutilated or destroyed directories, will be furnished at the discretion of the Company.
- B. Telephone directories shall be issued approximately every 12 months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 6.8 of this Tariff.

**SECTION 7. RESERVED FOR FUTURE USE**

**SECTION 8.**

RESERVED FOR FUTURE USE

**SECTION 8.**

RESERVED FOR FUTURE USE

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**SECTION 10. RESERVED FOR FUTURE USE**

**SECTION 11. RESERVED FOR FUTURE USE**

**SECTION 12. RESERVED FOR FUTURE USE**

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

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13.1.1 Intentionally Left Blank service.

13.1.2 Regulations

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**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.1 Intentionally Left Blank

13.1.3 Rates and Charges

A. Intentionally Left Blank

Maximum  
Monthly Rate

1. Intentionally Left Blank

B. Intentionally Left Blank

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.2 Temporary Suspension of Service

13.2.1 General

- A. Upon request, a business or residence customer may arrange for the temporary suspension of their service. Suspension of service is available on the customer's complete service or on such portion thereof as can be suspended.
- B. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- C. Service may not be suspended for more than four months of any consecutive 12-month period.
- D. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the customer, inward calls to a station at which service is suspended may be referred to the call number of another station provided the suspended station is not delinquent in payment of charges.
- E. The charge for the total suspension may be collected in advance.
- F. Intentionally Left Blank
- G. Appropriate Service Ordering Charges as specified in Section 4 of this Tariff will apply.

13.2.2 Rates and Charges

During the period of suspension, the charge for main station service is fifty percent (50%) of the rate regularly charged, except as specified in preceding.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.3 Rotary Line Service (Trunk Hunting)

13.3.1 General

- A. Rotary Line Service provides a means whereby calls made to the first number of a rotary group will be automatically completed over the first idle line in the rotary group. If all lines are busy, the calling party will receive the busy signal.
- B. This service is furnished only when the rotary numbers are available and only in connection with individual business lines, key and PBX trunks.
- C. The regulations applicable to directory listings in connection with provision of main services on a rotary basis are located in Section 6 of this Tariff.

13.3.2 Rates and Charges

- A. The rate for each individual rotary line is the applicable monthly rate for individual line service in addition to the following rates for each rotary number.

	<u>Maximum Monthly Rate</u>
1. Business	\$ 5.00

13.4 Custom Calling Services

13.4.1 General

- A. Custom Calling Service provides for auxiliary features in addition to Basic Telephone Service. Custom Calling Services are limited to those customers served by central offices arranged for this service and is furnished only in connection with Individual Line Service.
- B. Description of Features
  - 1. Call Forwarding – Provides an arrangement for forwarding incoming calls to another telephone number by dialing a code and the number of the service to which calls are to be forwarded. Calls may be forwarded to a long distance message telecommunication point subject to the availability of the necessary facilities in the central office from which the calls are to be forwarded.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.4 Custom Calling Services (Continued)

13.4.1 General (Continued)

B. Description of Features (Continued)

2. Three-way Calling – Allows for an existing call to be held and after dialing a second telephone number, allows for the second party called to be added to the connection. This connection contemplates that normal transmission performance cannot be guaranteed on all calls.
3. Call Waiting – By means of a tone signal, a subscriber who is using the telephone is alerted when another caller is trying to reach that station. Call Waiting allows the customer to place the first call on hold so that the second call can be answered.
4. Call Waiting Deluxe – Allows a customer, while off-hook on an existing call, to receive information about a calling party on a waiting call. The feature requires that a customer subscribe to a calling number delivery feature which provides information about an incoming call. Call Waiting Deluxe (CWD) provides all capabilities associated with the Call Waiting Service, with additional capability of providing calling party data to a subscriber for the waiting calls. A line cannot have both Call Waiting and CWD assigned at the same time. Call Waiting Deluxe can be disabled for a single call by using the Cancel Call Waiting feature when the subscriber does not wish to be disturbed for the duration of a call, when an activity such as the use of a data terminal, personal computer, etc. requires the feature to be inhibited. Call Waiting Deluxe will be temporarily overridden for that one call. Incoming calls will receive busy treatment, and the CWD customer will neither be alerted nor receive calling party data for an incoming call.
5. Cancel Call Waiting – Prior to making a call, a customer may dial a Cancel Call Waiting code to disable the Call Waiting feature for the duration of the call. The Call Waiting feature may also be disabled after a call has been established if the customer subscribes to a service that allows flash-hook privileges. Call Waiting is restored automatically on termination of the call. During the time the Cancel Call Waiting feature is activated, incoming callers receive a busy tone.
6. Speed Calling (8 Code)- Enables a station user to call a list of up to eight preselected seven or ten-digit directory numbers by dialing an abbreviated code.
7. Speed Calling (30 Code) – Enables a station user to call a list of up to thirty preselected seven or ten-digit directory numbers by dialing an abbreviated code.
8. Call Forwarding Busy Line – Allows calls terminating to a customer's busy directory number to be forwarded to a telephone number preselected by the customer.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.4 Custom Calling Services (Continued)

13.4.1 General (Continued)

B. Description of Features (Continued)

9. Call Forwarding Don't Answer – Allows calls terminating to a customer's idle directory number to be forwarded after a predetermined number of rings. Calls are forwarded to another telephone number preselected by the customer.
10. Call Forward With Ring Count – Allows a customer's calls to be automatically forwarded to another number after a pre-determined number of rings.
11. (Deleted)
12. (Deleted)
13. Personal Ring – Allows a customer to have a distinctive ringing pattern assigned for each directory number that identifies to the subscriber which number has been dialed. This service requires multiple directory numbers to be assigned to an individual line. Only one conversation can be conducted at any given time.

One listing for each Personal Ring Service number will be furnished on a listed basis at no charge to the customer. The service listing must be either business or residence based on the main directory number's grade of service. Additional listings and non-published numbers may be provided and are subject to the rates specified in Section 6 of this Tariff.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.4 Custom Calling Services(Continued)

13.4.2 Rates and Charges

A service order records charge is applicable to establishing these services subsequent to initial telephone installation. During certain promotion periods, the Company may elect to waive the installation charges associated with adding Custom Calling Services.

A. Residence – Individual Features

	<u>Maximum Monthly Rate</u>
1. Call Forwarding	\$ 3.50
2. Three-way Calling	\$ 3.50
3. Call Waiting	\$ 4.00
4. Call Waiting Deluxe	\$ 6.00
5. Cancel Call Waiting	NC
6. Speed Calling – 8 Code	\$ 3.25
7. Speed Calling – 30 Code	\$ 6.50
8. Call Forwarding Busy Line	\$ 3.50
9. Call Forwarding Don't Answer	\$ 3.50
10. Call Forward With Ring Count	\$ 3.50
11. (Deleted)	
12. (Deleted)	
13. Personal Ring	\$ 3.50

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.4 Custom Calling Services (Continued)

13.4.2 Rates and Charges (Continued)

B. Business – Individual Features

	<u>Maximum Monthly Rate</u>
1. Call Forwarding	\$ 5.75
2. Three-way Calling	\$ 5.75
3. Call Waiting	\$ 6.00
4. Call Waiting Deluxe	\$ 7.25
5. Cancel Call Waiting	NC
6. Speed Calling – 8 Code	\$ 5.25
7. Speed Calling – 30 Code	\$ 8.25
8. Call Forwarding Busy Line	\$ 5.75
9. Call Forwarding Don't Answer	\$ 5.75
10. Call Forward With Ring Count	\$ 5.50
11. (Deleted)	
12. (Deleted)	
13. Personal Ring	\$ 5.75

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.4 Custom Calling Services (Continued)

13.4.3 Multi-Feature Discounts

A. General

1. The Multi-Feature Discount is a packaging option which offers both residence and business customers reduced monthly rates on Custom Calling Service feature packages with a minimum purchase of two features.
2. Discounts are on a per line basis. In order to be included in the determination of appropriate discounts, all features must be provisioned to a single customer at a single location, on a single telephone number.
3. The discounts listed below will be applied to feature packages which include any combination of the following services:
  - a. Call Forwarding
  - b. Three – Way Calling
  - c. Call Waiting
  - d. Speed Calling – 8 Code
  - e. Speed Calling – 30 Code
  - f. Call Forwarding Busy Line
  - g. Call Forwarding Don't Answer
  - h. Personal Ring
  - i. Call Waiting Deluxe

B. Monthly Discounts

- |    |                       |   |
|----|-----------------------|---|
| 1. | Number of Features    | Maximum<br>Per Line<br><u>Discount Percentage</u> |
| a. | 2 to 3 features       | 15 %  |
| b. | 4 to 5 features       | 25 %  |
| c. | 6 or more features    | 35 %  |
| 2. | Discount Combinations |   |

Custom Calling Service Features and CLASS Features can be combined to create a feature package to receive discounts as outlined in 1 above.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.5 Selective Class of Call Screening

13.5.1 General

- A. Selective Class of Call Screening (SCCS) is an optional service available to the Company's Local Exchange Service customers, and is offered on a per line or local trunk basis. The service is offered to provide customers with a choice of originating call screening options when an operator service system is involved with call processing. The SCCS service provides information to the operator services system (mechanized or live operator) to denote special originating call handling was requested by the customer.

13.5.2 Regulations

- A. The customer will specify, at the time of the order, the special call handling option(s) desired. The customer may specify any combination of SCCS options offered by the Company.
- B. On all operator-assisted calls originating from the specified line or local trunk, the options available are:
1. Bill to a Calling Card Account (specify at the time of the call).
  2. Bill to a Third Number (specify at the time of the call).
  3. Collect to the Called Number (specify "collect" at the time of the call).
  4. Prohibit all operator-assisted sent-paid calls.
- C. SCCS service is offered subject to the availability of suitable facilities.
- D. Subscribers to SCCS service are responsible to notify the Company of any failure of the feature to perform as requested.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.5 Selective Class of Call Screening (Continued)

13.5.2 Regulations (Continued)

- E. The Company makes no guarantee and assumes no liability for the accuracy of SCCS service. The customer agrees fully and completely to indemnify and save harmless the Company, its successors and assigns, from and against any and every claim, loss, damage, suit or liability arising out of the furnishing or failure to furnish SCCS service.
- F. The minimum period for SCCS service is one month.
- G. All local calls, MEAS calls and calls to Company numbers such as repair service, Directory Assistance Service and public emergency service numbers such as 911 will be permitted.

13.5.3 Rates and Charges

- A. The following rates and charges apply to the provisioning of SCCS Service and are in addition to all other applicable rates and charges as specified elsewhere in this Tariff. A Service Order Records Charge and a Central Office Work Charge will be charged when adding SCCS subsequent to initial telephone installation.

	<u>Maximum Monthly Rate</u>	<u>Maximum Installation Charge</u>
1. SCCS per line equipped	\$ 3.50	See Section 4
2. SCCS per trunk equipped	\$ 7.50	See Section 4

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.6 Direct Inward Dialing (DID) Service

13.6.1 General

- A. Direct Inward Dialing (DID) Service consists of the central office switching equipment necessary to connect calls from the local exchange and long distance telecommunications network directly to stations or attendant positions associated with customer premises switching systems, without intermediate handling by an attendant.
- B. The provision of DID Service is subject to the availability of the Company's facilities and telephone numbers and the utilization of properly equipped customer premises equipment. The rates and charges for DID Service contemplate the use of standard Company equipment and serving arrangements.
- C. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. All routing of calls to selected numbers within the Direct Inward Dialing number group must go over a DID trunk group.
- D. The operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided switching equipment must conform to the Company's specifications.
- E. The Company shall not be responsible to the customer or authorized user if changes in either protection criteria or in any of the facilities, operations or procedures of the Company render any customer-provided facilities obsolete, or require facilities modification of or otherwise affect the use or performance of such customer-provided facilities.
- F. The Company will provide directory listings in accordance with the regulations of Section 6 of this Tariff. DID numbers furnished herein are not entitled to directory listings without charge. Where clients of a subscriber to DID Service want to list any of these numbers, those clients would be billed the applicable Additional Listing rate as specified in Section 6 of this Tariff.
- G. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.
- H. DID Service telephone numbers are normally provided in blocks of 20 consecutive numbers. However, the blocks may be provided on a nonconsecutive basis subject to the technical configuration of the serving central office. The Company retains its rights to the telephone numbers used in DID Service.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.6 Direct Inward Dialing (DID) Service (Continued)

13.6.1 General (Continued)

- I. Subscribers to DID Service will be required to maintain an adequate number of DID trunks as determined by the Company in order to provide a “quality” grade of service and prevent network degradation.
- J. DID Service is offered where facilities permit. At the discretion of the Company, subject to operating limits and the availability of facilities, DID Service may be provided outside the customer’s normal serving central office.
- K. In addition to the rates and charges specified for each account listed within this Section, appropriate Service Connection, and Move and Change Charges are applicable to the establishment or rearrangement of trunks and numbers in connection with providing DID Service.

13.6.2 Rates and Charges

A. Central Office Components

	<u>Maximum Monthly Rate</u>	<u>Maximum Installation Charge</u>
1. First group of 20 DID numbers	\$ 10.00	\$ 200.00
2. Each additional group of 20 DID numbers	\$ 10.00	\$ 25.00
3. Reserved groups of 20 DID numbers	\$ 15.00	
4. DID Trunk	\$ 40.00	See Section 4

- B. Applicable Service Connection Charges as listed in Section 4 of this Tariff apply.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.7 Intentionally Left Blank

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Service (CLASS)

13.8.1 General

- A. Custom Local Area Signaling Service (CLASS) is a group of central office call management features offered to single line residential and single line business customers who subscribe to Basic Telephone Service.
- B. Description of Features
  - 1. Automatic Call Back – This is an ongoing call management feature which will enable the subscriber to have the system redial the last number called from his/her station. This will apply regardless of whether the original call was answered, unanswered, or encountered a busy tone. If the called line is busy, the system will monitor the calling and called lines and will attempt to connect the call for up to 30 minutes. When the called line becomes idle, the calling party will be notified via a distinctive ring. When the calling party picks up the telephone, then the call will be completed. The activation of this feature can be canceled by the customer when desired.
  - 2. Automatic Recall – This is an incoming call management feature which will enable a subscriber to have a call setup performed automatically to the calling party of the last incoming call. This will apply whether the incoming call was answered, unanswered, or encountered a busy tone. This feature is available with level one or level two activation. At level two, the subscriber can receive an announcement stating the Directory Number of the last incoming call before the call set-up is completed. This will allow the subscriber to decide if he/she wishes to proceed with the call or drop the request.

### SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 13.8 Custom Local Area Signaling Service (CLASS) (Continued)

##### 13.8.1 General (Continued)

##### B. Description of Features (Continued)

3. Custom Ringing – Call Waiting. This is an incoming call management feature which will allow the subscriber to define Directory Numbers that will provide the subscriber with special incoming call treatment. Any incoming calls on this list will be indicated by a distinctive ringing pattern or a distinctive Call Waiting tone, if applicable. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will be given standard treatment.
4. Calling Number Delivery – This feature will enable the subscriber to receive the calling number on incoming calls. The number will be delivered to the called party's Customer Premise Equipment (CPE) in the interval between the first and second ring. The calling number will remain for the duration of the call and can be viewed from the display on the CPE.
5. Calling Number Delivery Blocking: This feature will allow the calling party to suppress a Directory Number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's DN.

Calling number delivery blocking is provided to all subscribers on a per call basis at no charge. To activate this feature there must be a two (2) digit code dialed prior to placing a call. Calling Number Delivery Blocking on a per line basis is also available. This feature blocks calling number delivery on all calls without the necessity of dialing a code with each call.

Law enforcement agencies, domestic violence intervention agencies, and certain other governmental agencies may be granted calling number delivery blocking on a per line basis without charge, if requested, on a case-by-case basis at the Companies discretion. If the Company and the agency cannot reach an agreement on such a request, the agency may submit the matter to the South Carolina Public Service Commission for a determination of the merits.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.1 General (Continued)

B. Description of Features (Continued)

6. Customer Originated Trace – This feature allows the subscriber to initiate a trace on the last incoming call. The results of the trace will not be provided directly to the subscriber initiating the trace. The trace log will be printed at the Company or at some designated law enforcement agency premise. The subscriber will contact this agency to determine further action to be taken.

The subscriber with this feature assigned as a station option will dial an activation code to activate the feature. The call will be traced automatically, and the origination Directory Number and the time the call was made will be forwarded to the predetermined location.

7. Selective Call Acceptance – This feature will allow subscribers to define a list of calling Directory Numbers that will be accepted. Any calling numbers not on that list will be routed announcements and rejected. The calling party not on the acceptance list will receive an announcement stating that the call is not presently being accepted by the called party. Subscribers can review and change the list of accepted DN's as desired.

8. Selective Call Forwarding – This feature will allow the subscriber to have certain terminating call forwarded to a designated remote station. The activity will occur whenever a call is received from a telephone number which has been indicated on a list of numbers, referred to as the Selective Call Forwarding Screening List. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the list will be given standard termination treatment. Subscribers can review and change the list of accepted DN's as desired.

9. Selective Call Rejection – This feature will allow the subscriber to define a list of calling Directory Numbers to be screened. Any calling numbers on this list will be routed to announcements and rejected. All other calls will be treated normally. The calling party on the rejection list will receive an announcement stating the call is not presently being accepted by the called party.

10. Anonymous Call Rejection

This feature will allow the subscriber to reject calling numbers which block or otherwise suppress identifying the number of the calling party. The calling party will be routed to an announcement which notifies the caller that the called party does not accept anonymous calls.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Services (CLASS) (Continued)

13.8.2 Provision of Service

- A. CLASS features are subject to available facilities and are limited to central offices specifically equipped to provide CLASS. CLASS features are applicable only to calls placed to/from compatible central offices within the same local calling area offering the service.
- B. Operator-assisted calls are designed to override these feature calls in the event of an emergency.
- C. Public Telephone Access Service will not be enabled with CLASS features. However, Public Telephone Access Service will be interactive with the CLASS system.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Services (CLASS) (Continued)

13.8.3 Rates and Charges

A service order records charge is applicable to establishing these services subsequent to initial telephone installation. During certain promotion periods, the Company may elect to waive the installation charges associated with adding CLASS services.

A. Residence – Individual Features

Maximum  
Monthly Rate

1.	Automatic Callback	\$ 5.50
2.	Automatic Recall	\$ 5.50
3.	Custom Ringing – Call Waiting	\$ 4.00
4.	Calling Number Delivery	\$ 7.00
5.	Calling Number Delivery Blocking Per Line	\$ 2.50
6.	Calling Number Delivery Blocking Per Call	NC
7.	Customer Originated Trace	\$ 5.50
8.	Selective Call Acceptance	\$ 4.00
9.	Selective Call Forwarding	\$ 5.50
10.	Selective Call Rejection	\$ 4.00
11.	Anonymous Call Rejection	\$ 6.00
12.	Calling Name and Number Delivery	\$ 8.00

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.3 Rates and Charges (Continued)

B. Business – Individual Features

<u>Monthly Rate</u>	Maximum
1. Automatic Call Back	\$ 6.50
2. Automatic Recall	\$ 6.50
3. Custom Ringing – Call Waiting	\$ 4.25
4. Calling Number Delivery	\$ 8.00
5. Calling Number Delivery Blocking Per Line	\$ 2.50
6. Calling Number Delivery Blocking Per Call	NC
7. Customer Originated Trace	\$ 6.50
8. Selective Call Acceptance	\$ 4.25
9. Selective Call Forwarding	\$ 6.50
10. Selective Call Rejection	\$ 4.25
11. Anonymous Call Rejection	\$ 4.25
12. Calling Name and Number Delivery	\$ 9.25

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.8 Custom Local Area Signaling Service (CLASS) (Continued)

13.8.4 Multi-Feature Discounts

A. General

1. The Multi-Feature Discount is a packaging option which offers both residence and business customers reduced monthly rates on Custom Local Area Signaling Service (CLASS) feature packages with a minimum purchase of two features.
2. Discounts are on a per line basis. In order to be included in the determination of appropriate discounts, all features must be provisioned to a single customer at a single location, on a single telephone number.
3. The discounts listed below will be applied to feature packages which include any combination of the following services:
  - a. Automatic Busy Redial
  - b. Automatic Call Return
  - c. Selective Ringing/Call Waiting
  - d. Selective Call Acceptance
  - e. Selective Call Forwarding
  - f. Selective Call Block
  - g. Anonymous Call Rejection
  - h. Calling Number Delivery
  - i. Calling Name and Number Delivery

B. Monthly Discounts

Maximum  
Per Line

Discount Percentage

1. Number of Features
  - a. 2 to 3 features 15 %
  - b. 4 to 5 features 25 %
  - c. 6 or more features 35 %
2. Discount Combinations

Custom Calling Service Features and CLASS Features can be combined to create a feature package to receive discounts as outlined in 1 above.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

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**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

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### SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 13.11 Remote Call Forwarding

##### 13.11.1 Description of the Service

- A. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the origination station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station).

##### 13.11.2 Limitations

- A. Remote Call Forwarding service is offered subject to availability of suitable facilities.
- B. RCF service is not offered where the terminating number is a coin telephone.
- C. The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
- D. Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs.

Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of a RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded-to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.11 Remote Call Forwarding (Continued)

13.11.2 Limitations (Continued)

- E. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
- F. Remote Call Forwarding is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If, in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.
- G. When the Call Forwarding number is to be located in a multi-office exchange, the Company will determine the serving central office.
- H. Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area. If the forwarding location is outside of the toll-free calling area, the customer is responsible for all toll charges.
- I. Where a business directory listing is provided for the RCF number, calls will not be forwarded to a Company-provided telephone service for which residential rates apply.
- J. Where calls are to be forwarded to telephone service other than that of the RCF customer, it shall be the responsibility of the RCF customer to obtain permission for such forwarding from the customer to the other service and to determine a mutually acceptable number of access paths. Where the other customer contests such forwarding or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other customer's complaint. The RCF customer shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.11 Remote Call Forwarding (Continued)

13.11.3 Directory Listings

One listing in the Alphabetical Section of the Directory covering the exchange in which the call forwarding Central Office is located is provided without additional charge.

13.11.4 Minimum Contract Period

The minimum contract period for this service is one month.

13.11.5 Charges

A. The following charges are for the Remote Call Forwarding Feature and additional access paths only and are in addition to applicable charges for service and equipment with which it is used. Residence and business exchange line rates do not apply at the call forwarding location.

	Maximum <u>Monthly Rate</u>
1. Remote Call Forwarding	
(a) Per service arranged	\$ 22.00

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.11 Remote Call Forwarding (Continued)

13.11.6 Messages Charges

- A. The message charges applicable to remotely forwarded calls shall be comprised of two separated charges; (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:

1. Between the originating station and call forwarding location.

The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.

2. Between the call forwarding location and the terminating station.

The Remote Call Forwarding customer is responsible for the applicable usage charges as specified in Section 3 of this Tariff or for the applicable customer-dialed station-to-station charges specified in this or any other applicable Tariff. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

13.11.7 Service Charges

- A. Service Charges as shown in Section 4 of this Tariff shall apply.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.12 711 Dialing Code for Telephone Relay Service (TRS)

13.12.1 General

- A. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 dialing code is assigned for nationwide access to TRS entities, to be implemented not later than October 1, 2001.
- B. 711 is available from SkyBest Communications, Inc. in SkyBest Communications, Inc. Territory only.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- E. Limitations and use of service as stated in Section 2 of this Tariff apply.
- F. Directory Listings may be provided for 711 at rates and regulations as specified in Section 6 of this Tariff.
- G. Access to 711 is not available to the following classes of service:
  - Hotel/Motel/Hospital Service (toll call only)
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular – Type 2A

In addition, operator assisted calls to the 711 will not be completed.

### SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

##### 13.12.1 General (Continued)

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

##### 13.12.2 Service Requirements and Conditions

- A. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code.
- B. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after April 30, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.2 Service Requirements and Conditions (Continued)

- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- G. TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- H. 711 Dialing Code will be provided under the following conditions.
  - 1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
  - 2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
  - 3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

### SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

##### 13.12.2 Service Requirements and Conditions (Continued)

4. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.12 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

13.12.2 Service Requirements and Conditions (Continued)

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
  - 1. The TRS entity will provide announcements. The company will provide only the delivery of the call.
  - 2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
  - 3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
  - 4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN)

13.13.1 Advanced Digital Services - Primary Rate ISDN

A. General

1. Advanced Digital Services - Primary Rate ISDN is a local offering supported by the Integrated Services Digital Network (ISDN) architecture. Hereafter, Advanced Digital Services - Primary Rate ISDN will be referred to as Primary Rate ISDN.
2. Primary Rate ISDN provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for Primary Rate ISDN is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first Primary Rate ISDN arrangement and up to 24 channels on additional Primary Rate ISDN arrangements. A digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the customer's CPE to the Public Circuit Switched Network, e.g., outward, inward, and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on Primary Rate ISDN are available in this Tariff. One Directory Listing will be furnished at no charge for each Primary Rate ISDN B-Channel. Additional listings can be obtained as specified in Section 6.5 of this tariff.
3. Primary Rate ISDN provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.
4. Primary Rate ISDN is provided where appropriate ISDN capable facilities are available as determined by the Company. Special Construction charges may apply as specified in Section 5 of this Tariff.
5. Primary Rate ISDN Access Lines furnished between a serving wire center and a customer's premises will be offered at a non-distance sensitive rate per Primary Rate ISDN Access Line.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

A. General (Cont'd)

6. The required components for Primary Rate ISDN are as follows:

Primary Rate ISDN Access Line where applicable  
Interoffice Channels where applicable  
Primary Rate ISDN Interface  
Primary Rate ISDN B-Channels  
Primary Rate ISDN D-Channels  
Telephone Numbers  
Call Types  
Special Calling Features

7. Primary Rate ISDN B-Channel rates for the Voice/Data (Standard) option are listed in Section 13.13.1.C. Exchange access is included as a part of the B channel rate on a flat rate basis only.
8. Primary Rate ISDN B-Channel rates for the Digital Data Only option are listed in Section 13.13.1.C. Exchange access is included as a part of the B-Channel rate on a flat rate basis only.
9. Primary Rate ISDN B-Channel rates for the Inward Data option are listed in Section 13.13.1.C. Exchange access is included as a part of the B-Channel rate on a flat rate basis only.
10. The Primary Rate ISDN Inward Data option is characterized by the following:
- a. It is arranged for inward service only. Originating Calls will be denied.
  - b. It is arranged to terminate analog and digital data calls only.
  - c. The number of telephone numbers associated with a Primary Rate ISDN Inward Data Option arrangement must be equal to, or less than, the number of Primary Rate ISDN Inward Data Interfaces comprising the arrangement unless the customer subscribes to additional numbers as stated in Section 13.13.1.C.
  - d. Calling Number Delivery, Called Number Delivery, and Hunting are functionally inherent to the service.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

A. General (Cont'd)

11. Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.
12. Digital Data Transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to Non-ISDN equipped central offices may be subject to analog transmission or sub-rated to 56 Kbps.

B. Regulations

1. Primary Rate ISDN is available on a month-to-month basis.
2. Nonrecurring charges associated with the Primary Rate ISDN Access Line are in addition to charges specified in Section 4.
3. The minimum subscription period for which month-to-month Primary Rate ISDN is furnished and for which charges are applicable is one month.
4. Unless otherwise specified, the regulations for Primary Rate ISDN stated herein apply in addition to the regulations set forth in Section 2 of this Tariff.
5. Customer Premises Equipment (CPE) that is compatible with the Primary Rate ISDN interface is the responsibility of the customer.
6. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the Customer.
7. Suspension of service is not allowed.
8. Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restrictions rates, and Selective Class of Call Screening, do not apply.
9. Verification and Emergency Interrupt service is not available.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

B. Regulations (Cont'd)

10. Calling telephone numbers transmitted via the Primary Rate ISDN are intended solely for the use of the Primary Rate ISDN subscriber. Resale of this information is prohibited by this Tariff except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.
11. Non-facility Associated Signaling (NFAS) provides the capability to control multiple DS1s with a single D-Channel. This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation and where switch capacity exists. When NFAS is selected, the customer will order one Primary Rate ISDN arrangement with one D-Channel and up to 23 B-Channels. Additional Primary Rate ISDN arrangements are ordered with up to 24 B-Channels at rates and charges provided in Section 13.13.1.C. The D-Channel activated on the initial arrangement serves the additional Primary Rate ISDN arrangements. If the customer desires, he may also request a back-up D-Channel with the NFAS option. The Voice-Data (Standard) Primary Rate ISDN and Digital Data Only option Primary Rate ISDN arrangements may not be mixed in the same NFAS group.
12. The Primary Rate ISDN - Digital Data Only option provides for the transmission of data mode calls only. The Primary Rate ISDN - Digital Data Only arrangement will be provisioned with the customer's requested number of Digital Data Only B-channels with no B-channels capable of transmitting voice mode calls in the same arrangement.
13. The Primary Rate ISDN Inward Data option provides for the transmission of inward analog and digital data calls only.
14. No usage charges apply for Primary Rate ISDN calls within the local calling area.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

B. Regulations (Cont'd)

15. Primary Rate ISDN Digital Data Only Signaling Groups may be configured in one of the following four standard arrangements of call types:
  - a. Inward Calls: The number of Inward Calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
  - b. Outward Calls: The number of Outward Calls accommodated by the Signaling Group will be equal to the number of activated B-channels.
  - c. Inward Calls and Outward Calls: The maximum number of simultaneous calls for each call type is determined by the customer. For each call type, the maximum number of simultaneous calls must be less than or equal to the number of activated B-channels in the Signaling Group.
  - d. Two-Way Calls: The number of Two-Way calls accommodated by the Signaling Group will be equal to the number of activated B-channels.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.13 Integrated Services Digital Network (ISDN) (Cont'd)

13.13.1 Advanced Digital Services - Primary Rate ISDN (Cont'd)

C. Rates

1. Primary Rate ISDN Access Line is furnished between a serving wire center and the customer premise. The Primary Rate ISDN Access Line includes up to 1 D channel and 0 B-channels.

Maximum Rates

<u>Service Establishment</u>	<u>Monthly Rate</u>	
Primary Rate ISDN Access Line	\$2,000.00	\$500.00

2. Primary Rate ISDN will be available in combination of B-channels and Interfaces. The customer will choose the most appropriate combinations and will be billed for the services accordingly.

Maximum Rates

<u>Service Establishment</u>	<u>Monthly Rate</u>	
a. Primary Rate ISDN Interface		
(1) Voice/Data (standard)	\$2,000.00	\$1,500.00
(2) Digital Data only	\$2,000.00	\$1,500.00
(3) Inward Data only	\$2,000.00	\$1,500.00
b. Primary Rate ISDN B-channels		
(1) Voice/Data (standard)	\$ 300.00	\$ 500.00
(2) Digital Data only	\$ 300.00	\$ 500.00
(3) Inward Data only	\$ 300.00	\$ 500.00
c. Primary Rate ISDN D-channel	No Charge	No Charge
d. Telephone Number Availability	See Section 13.6	
e. Calling Name and Number Delivery Per PRI Interface	\$1,000.00	\$ 500.00

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service

13.14.1 General

- A. 811 Dialing Service ("811") is a three digit local dialing arrangement, available in specified areas, with SkyBest Communications, Inc. for delivery of general information via voice grade facilities, the Utility Protection Center, Call-Before-You-Dig program. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is assigned for access to one call centers. In addition, the 811 subscriber must comply with any orders and rules pertaining to 811, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 811 is available in SkyBest Communications, Inc. Local Calling Area only. To provide access to an 811 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 811 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 811 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 811 number.
- E. 811 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 2 of this Tariff apply.
- G. Directory Listings may be provided for 811 at rates and regulations as specified in Section 6 of this Tariff.
- H. Access to 811 is not available to the following classes of service:
  - Payphone Service Provider Telephones (PSPs)
  - Hotel/Motel/Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Wireless

Operator assisted calls to the 811 subscriber will not be completed.

### SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### 13.14 811 Dialing Service (Cont'd)

##### 13.14.1 General (Cont'd)

- I. The 811 subscriber is restricted from selling or transferring the 811 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of an 811 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 811 subscriber. The term "control" (including the terms "controlling", "controlled by: and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If an 811 subscriber becomes an affiliate of or is acquired by another 811 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 811 number within 6 months of the merger or acquisition.
- K. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 13.16 preceding.
- L. Calls to a disconnected 811 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

##### 13.14.2 Service Requirements and Conditions

- A. All requests for 811 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 811 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 811 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

- C. The 811 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 811 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 05-59 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 811 codes. If a recall is effected, the Company will work with all 811 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 811 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 811 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 3 and 4, of this Tariff will apply.
- E. The 811 Dialing Service is provided where facilities permit.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

F. 811 will be provided under the following conditions.

1. For network sizing and protection, the 811 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 811.
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 811 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 811 Dialing Service.
3. The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
4. The 811 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
5. Suspension of 811 Dialing Service as covered in Section 2 of this Tariff is not applicable for this service.
6. The 811 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. If requested by the Company, the 811 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 811 service.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 811 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- G. If a pre-recorded announcement is provided by the 811 subscriber, the following conditions apply.
  1. The 811 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 811 subscriber from sponsoring the same or similar announcement or recorded program service.
  2. The provision of access to the 811 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  3. The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  4. The 811 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service (Cont'd)

13.14.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 811 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- I. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

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**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.14 811 Dialing Service (Cont'd)

13.14.3 Rates and Charges

A. Application of Rates

1. A one-time Service Establishment charge shall apply per customer.
2. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 811 Dialing Service, per central office switch within the basic Local Calling Area.

B. Maximum Charges applicable to the 811 Dialing Service Subscriber:

1. Service Establishment Charge  
Per Customer \$390.00
2. Central Office Activation  
Per Central Office \$150.00
3. Change of Point-to Number by Subscriber  
Per Central Office \$ 13.50

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE

13.15.1 General

- A. The 211 dialing code (hereinafter referred to as “211”) is a three-digit dialing arrangement designed specifically for the delivery of general information via voice grade facilities, for community information and referral services. Pursuant to order 00-256, issued by the Federal Communications Commission (the FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any order and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. The 211 dialing code is available from the company in the company’s exchange area only. To provide access to a 211 dialing code to end users in another telephone company territory or to another telephone provider end users within the local calling area, the 211 subscriber must make appropriate arrangements with the telephone provider or other provider serving the territory. The 211 subscriber should work separately with competing local providers to determine that its end users will be able to reach community information and referral services provided by dialing 211.
- C. This service is subject to the availability of the 211 dialing code and the technical capability of the serving central office.
- D. The 211 dialing code can be delivered via regular exchange access lines.
- E. Limitations and use of service are stated in section 2 of this tariff.
- F. The local calling area of the 211 subscriber will be the Local Calling Area as defined by the company at the time the 211 code is ordered, as facilities permit. If the calling areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 service first in time will be entitled to retain the 211 number in the merged calling areas.
- G. Directory listings may be provided for 211 at rates and regulations as specified in Section 6 this tariff.
- H. The 211 subscriber is restricted from selling or transferring the 211 dialing code to an unaffiliated entity, either directly or indirectly.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.1 General (Cont'd)

- I. A "211 subscriber" is defined as any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract, or otherwise.
- J. Operator assisted calls to the 211 code will not be completed.
- K. Access to the 211 dialing code is not available to the following classes of service:
  - 1+
  - 0+,0- (credit card, third-party billing, collect calls)
  - 101XXXX
  - Inmate service
  - Cellular
  - Hotel/motel/hospital service (toll call only)

13.15.2 Conditions for Utilization

- A. Requests for utilization of the 211 dialing code must be submitted in writing to the South Carolina Budget Control Board, consistent with applicable state law for the assignment of the 211 code.
- B. Within 30 days of the number assignment, the 211 subscriber must initiate the request for service. The company will provision the subscriber's order within a reasonable time, dependent upon the given complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the company.
- C. If, during or at the end of the provisioning period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- D. The 211 subscriber, prior to provisioning of the service, shall sign a acknowledgement of possible recall of the 211 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the company or regulating entity. The 211 subscriber shall abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 211 dialing code. If a recall is effected, the company will work with the 211 subscriber affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The 211 subscriber will be required to migrate to any access arrangement within the 6-month notice period. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- E. Only one 7 or 10-digit toll-free number or one 10-digit local toll-free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same one 7 or 10-digit local number or one 10-digit local toll-free number. Appropriate rates from Sections 3 and 4, and other applicable sections of this tariff will apply to this method of provisioning this service.
- F. The 211 dialing code is provided where facilities permit its utilization.
- G. The 211 subscriber shall work separately with any cellular or other wireless providers to determine whether their end user customers will be able to reach community information and referral services provided by dialing 211.
- H. The 211 subscriber shall work separately with any competitive service provider or other providers of telecommunications services to determine whether their end user customers will be able to reach telephone relay services by dialing 211.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- I. The 211 dialing code will be provided under the following conditions:
  1. For network sizing and protection, the 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 dialing code.
  2. The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the company, to adequately handle calls to 211 without impairing the company's general telephone service or telephone plant.
  3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 211 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  4. The 211 subscriber is responsible for, and shall indemnify, protect, defend, and save harmless the company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees, incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel or slander. Unless otherwise provided for in this tariff, the company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber or immediately upon oral notice to the 211 subscriber if any part of the system threatens or diminishes the full utilization of the telecommunication provider's network.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

Disconnection may be suspended at the discretion of the company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs or if the service affecting condition is resolved before disconnection occurs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the company.

5. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the company, the 211 subscriber shall assist the company in responding to complaints made to the company concerning the 211 dialing code.
6. A written notice will be sent to any 211 subscriber following oral notification when the 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company. If after notification, the 211 subscriber makes no modification in the method of operation or in the service arrangements that are deemed service affecting by the company, or if the 211 subscriber is unwilling to accept the modifications, or if the 211 subscriber continues to cause service impairment, the company reserves the right, at any time, without further notice, to institute protective measures, up to and including the termination of the service. In any emergency situation as defined by the company, the company reserves the right, at any time, without notice, to institute protective measures up to and including the termination of the 211 service.
7. Suspension of the 211 dialing service as covered in section 2 of this tariff is not applicable for this service.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.2 Conditions for Utilization (Cont'd)

- J. If a pre-recorded announcement is provided by the 211 subscriber, the following conditions apply:
  - 1. The 211 subscriber will provide announcements. The company will provide only for the delivery of the call.
  - 2. The provision of access to the 211 network by the company for the transmission of the announcement is subject to the availability of such facilities and the requirements of the local exchange network.
  - 3. The 211 subscriber assumes all financial responsibility for all costs involved in providing the announcements including, but not limited to, the recorder/announcement equipment located on the 211 subscriber's premises.
  - 4. The 211 subscriber assumes, according to other specific rates and charges, all financial responsibility for all facilities required, to connect the recorder/announcement equipment located on the 211 subscriber's premises.
- K. The company may take all legal and practical steps to disassociate itself from the 211 subscriber providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the company's discretion generates unacceptable levels of complaints by end users.
- L. In no event shall the company be liable for either any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this tariff. The company shall not be responsible for calls that can not be completed as a result of repair or maintenance difficulties and equipment or on equipment owned or leased by the 211 subscriber.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.3 Third Party Involvement

- A. In those instances where a competitive service provider or other type of provider provides the 211 dialing code to its end user within the local calling area of the company, terms and conditions for the utilization of the 211 dialing code will be provided for in the appropriate interconnection agreement between the company and alternative provider.
- B. For purposes of providing an alternative end user access to the 211 subscriber within the local calling area, appropriate arrangements must be made by the alternative provider with the 211 subscriber serving the local calling area of the company.
- C. An alternative provider may negotiate for the provision of the appropriate directory listing as defined in the appropriate interconnection agreement between the company and the alternative provider.

13.15.4 Rates and Charges

- A. Application of Rates
  - 1. A service establishment charge shall apply per basic local calling area.
  - 2. Normal tariffed charges for the local access service arrangements for 211 service for transporting and terminating messages at the 211 subscriber's designated premises.
  - 3. Applicable service implementation charges as specified in section 4 of this tariff will apply, in addition to the above rates.
  - 4. A central office activation charge will apply per central office translated to the lead number.
  - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 211 dialing service, per central office switch within the basic calling area.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.15 211 DIALING SERVICE (Cont'd)

13.15.4 Rates and Charges (Cont'd)

B. Charges applicable to the 211 Dialing Service Subscriber:

1.	Service establishment charge	Maximum Nonrecurring <u>Charge</u>
	Per customer	\$390.00
2.	Central office activation	
	Per central office	\$150.00
3.	Change point-to-point number by subscriber request	
	Per central office	\$ 13.50

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**13.16 511 DIALING SERVICE**

**13.16.1 General**

- A. 511 Dialing Service ("511") is a three digit local dialing arrangement, available in specified areas, with SkyBest Communications, Inc. for delivery of general information via voice grade facilities, the South Carolina Department of Transportation Travel Information Services program. Pursuant to Order FCC 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to federal, state and local transportation agencies. In addition, the 511 subscriber must comply with any orders and rules pertaining to 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 511 is available in SkyBest Communications, Inc. Local Calling Area only. To provide access to a 511 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 511 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 511 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 511 number.
- E. 511 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or a 10-digit toll free number.
- F. Limitations and use of service as stated in Section 2 of this Tariff apply.
- G. Directory Listings may be provided for 511 at rates and regulations as specified in Section 6 of this Tariff.
- H. Access to 511 is not available to the following classes of service:
  - Payphone Service Provider Telephones (PSPs)
  - Hotel/Motel/Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Wireless

Operator assisted calls to the 511 subscriber will not be completed.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.1 General (Cont'd)

- I. The 511 subscriber is restricted from selling or transferring the 511 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An "affiliate" of a 511 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 511 subscriber. The term "control" (including the terms "controlling", "controlled by: and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 511 subscriber becomes an affiliate of or is acquired by another 511 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 511 number within 6 months of the merger or acquisition.
- K. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the 511 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 13.8 preceding.
- L. Calls to a disconnected 511 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

13.16.2 Service Requirements and Conditions

- A. All requests for 511 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 511 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- B. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.2 Service Requirements and Conditions (Cont'd)

- C. The 511 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 511 codes. If a recall is effected, the Company will work with all 511 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 511 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 511 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 3 and 4, of this Tariff will apply.
- E. The 511 Dialing Service is provided where facilities permit.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.2 Service Requirements and Conditions (Cont'd)

F. 511 will be provided under the following conditions.

1. For network sizing and protection, the 511 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 511.
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 511 Dialing Service.
3. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
4. The 511 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
5. Suspension of 511 Dialing Service as covered in Section 2 of this Tariff is not applicable for this service.
6. The 511 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.



**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 511 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- G. If a pre-recorded announcement is provided by the 511 subscriber, the following conditions apply.
  1. The 511 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 511 subscriber from sponsoring the same or similar announcement or recorded program service.
  2. The provision of access to the 511 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  3. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  4. The 511 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- I. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

**SECTION 13. MISCELLANEOUS SERVICE ARRANGEMENTS**

13.16 511 DIALING SERVICE (Cont'd)

13.16.3 Rates and Charges

A. Application of Rates

1. A one-time Service Establishment charge shall apply per customer.
2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 Dialing Service, per central office switch within the basic Local Calling Area.

B. Maximum charges applicable to the 511 Dialing Service Subscriber:

1.	Service establishment charge	Maximum Nonrecurring Charge
	Per customer	\$390.00
2.	Central office activation	
	Per central office	\$150.00
3.	Change point-to-point number by subscriber request	
	Per central office	\$ 13.50

**SECTION 14. RESERVED FOR FUTURE USE**

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

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## SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

### 15.1 Connection on Customer Premises

#### 15.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the customer's premises to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in this Tariff.

#### 15.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the customer's request, the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
- C. The Company may make changes in its telecommunications service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules and regulations. If such changes can be reasonably expected to render any customer's terminal equipment incompatible with telecommunications service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice at least 10 days in advance, in writing, to allow the customer an opportunity to maintain uninterrupted service.
- D. The Company shall not be responsible to the customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

15.1.4 Responsibility of the Customer

- A. Upon request of the Company, the customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with Part 68 of the FCC Rules and Regulations.
- B. The operating characteristics of customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
  - 1. The safety of Company employees or the public cannot be endangered.
  - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
  - 3. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.4 Responsibility of the Customer (Continued)

- D. Upon notice from the Company that the terminal equipment of the customer is causing or is likely to cause hazard or interference, the customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the customer. As soon as possible after such action is taken, the Company will inform the customer of the nature of the hazard and the type of remedial action taken. Failure of the customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.
- E. The customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

15.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve, because of hazard or inaccessibility, may be used or connected with facilities of the Company for telecommunications service through connecting equipment furnished by the Company.

15.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the FCC Rules and Regulations, and the provisions of this Tariff.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules and Regulations are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.



**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems (Continued)

2. The customer shall not connect registered equipment to a Company line if:
  - a. The total ringer equivalence of the equipment and of other equipment connected to the same line exceeds the allowable as determined by the Company; or
  - b. The ringer type is not a ringer type designated by the Company as suitable for that particular line.
3. Unless the FCC grants a specific waiver or exceptions are described herein, all connections of registered equipment to Company-provided services shall be made through FCC registered standard jacks. However, in the case of registered communications systems, standard jacks may be wired in a non-standard manner if wired in such a manner to prevent hazard, damage, malfunction or degradation of service.
4. The requirement for the use of standard jacks as described in the preceding paragraph is waived for registered equipment which is located in hazardous or inaccessible locations.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

B. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the Company point of demarcation located at the customer's premises and not within an equipment housing.

1. Fully-protected premises wiring is described as either:

- a. No greater than twenty-five feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used;
- b. A cord which complies with Section 15.1.6.B.1.a. preceding, and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure;
- c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the FCC Rules and Regulations; or
- d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.6 Connections of Registered Equipment (Continued)

B. Premises Wiring Associated With Registered Communications Systems (Continued)

2. Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
3. Unprotected premises wiring is all other premises wiring.
  - a. Customers, who intend to connect premises wiring other than fully-protected premises wiring to the telephone network, shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules and Regulations, or as otherwise authorized by the FCC.
4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:
  - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely;
  - b. A failure has occurred during acceptance testing for imbalance; or
  - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.
5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules and Regulations.

## SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

### 15.1 Connection on Customer Premises (Continued)

#### 15.1.6 Connections of Registered Equipment (Continued)

##### C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules and Regulations permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 of the FCC Rules and Regulations or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68 of the FCC Rules and Regulations.

#### 15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems

##### A. Direct Connections

Grandfathered terminal equipment and communications systems, including protective circuitry, may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following conditions:

1. The customer shall notify the Company when such grandfathered terminal equipment or communications systems are to be connected and shall notify the Company when such grandfathered terminal equipment or communications systems are to be permanently disconnected. Such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment.
2. All such connections are made through FCC registered standard jacks.
3. All such connections shall comply with the minimum protection criteria provided for herein.
4. Premises wiring shall conform to Part 68 of the FCC Rules and Regulations.
5. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

## SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

### 15.1 Connection on Customer Premises (Continued)

#### 15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communication Systems (Continued)

##### A. Direct Connections (Continued)

6. Additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
  - a. equipment to be added is being reconnected, in accordance with Company Tariffs i.e., was previously directly connected prior to January 1, 1980; and
  - b. such additions comply with the provisions of Sections 15.1.7.A.1. through A.5, preceding.
7. Additions of registered equipment to grandfathered communications systems are subject to the provisions of Section 15.1.6, preceding.

##### B. Modifications to systems and installations involving unregistered equipment are permitted as indicated below:

1. The use of other than fully-protected premises wiring is considered a modification under Part 68 of the FCC Rules and Regulations. As an exception to the general requirement that no modification is permitted to unregistered equipment whose use is permitted under Part 68, certain modifications are authorized herein.
2. Other than fully-protected premises wiring may be used if it is qualified in accordance with the procedures and requirements as specified in Part 68 of the FCC Rules and Regulations.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.1 Connection on Customer Premises (Continued)

15.1.7 Connections of Grandfathered Terminal Equipment and Grandfathered Communication Systems (Continued)

B. Modifications to systems and installations involving unregistered equipment are permitted as indicated below: (Continued)

3. Existing separate, identifiable and discrete protective apparatus may be removed, or replaced with apparatus of lesser protective function, provided that any premises wiring to which the telephone network is thereby exposed conforms to FCC requirements. Minor modifications to existing unregistered equipment are authorized to facilitate installation of premises wiring, so long as they are performed under the responsible supervision and control of a person who complies with the FCC requirements.

15.1.8 Connections of Equipment Not Subject to Part 68 of the FCC Rules and Regulations

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the Tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

**SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES**

15.2 Recording of Two-Way Telephone Conversations

15.2.1 General

- A. Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
  - 1. A distinctive recorder tone that is repeated at intervals of approximately 15 seconds is required when recording equipment is in use and is connected with services of the Company; or
  - 2. All parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
  - 1. The licensee informs each party to the call of its intent to broadcast the conversation;
  - 2. Each party to the call is aware of the licensee's intent to broadcast the call; or
  - 3. Such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

## SECTION 15. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

### 15.2 Recording of Two-Way Telephone Conversations (Continued)

#### 15.2.1 General (Continued)

- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning the President, Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

### 15.3 Service Charges

#### 15.3.1 Maintenance Service Charge

If a Company employee makes a repair visit to the customer's premises where it is determined that the service difficulty results from the terminal equipment, inside wiring or a communications system, the customer shall be responsible for payment of a Maintenance Service Charge in Section 4 of this Tariff.

#### 15.3.2 Failure of Acceptance Tests

If the premises wiring of communications systems fails acceptance tests monitored by, or participated in, by the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

#### 15.3.3 Line Conditioning or Treatment

Should a customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of customer premises equipment or transmission of data, the customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual case basis.

#### 15.3.4 Damage to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the customer to facilities or equipment of the Company caused by the negligence or willful act of the customer, or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.



## PRICE LIST

<b>SERVICES: RESIDENCE</b>	<b>MONTHLY RATE</b>	<b>NONRECURRING CHARGE</b>
Residential Exchange Access Line – One Party	16.70	53.00
Call Forward Residence	2.50	17.00 set up + 0.50 per use unless full service feature is added
Three Way Calling Residence	2.50	0.50 per use unless full service feature is added
Call Waiting Residence	2.50	n/a
Speed Calling 30 Number Residence	2.50	n/a
Call Forward With Ring Count Residence	2.50	n/a
Call Forwarding Busy Residence	2.50	n/a
Call Forwarding Don't Answer Residence	2.50	n/a
Automatic Call Back Residence	n/a	n/a
Automatic Recall Residence	n/a	n/a
Customer Originated Trace Per Call Basis Residence	n/a	1.00 per use
Caller ID Block Per Call Residence	No Charge	n/a
Calling Number Delivery Residence	2.50	n/a
Calling Name and Number Delivery Residence	4.95	n/a
Call Waiting Deluxe Residence	2.50	n/a
Caller ID Blocking Per Line Residence	No Charge	n/a
Custom Ringing Residence	2.50	n/a
Selective Call Acceptance Residence	2.50	n/a
Selective Call Rejection Residence	2.50	n/a
Selective Call Forward Residence	2.50	n/a
Anonymous Caller Rejection Residence	2.50	n/a
Personal Ring Residence	2.50	n/a
811 Dialing Service		
Service Establishment Charge	n/a	390.00
Central Office Activation, Per Central Office	n/a	150.00
Change of Point-to Number, Per Central Office	n/a	13.50
Directory Listings Residence		
Primary Service Listing	0.50	n/a
Additional Name Listings	0.25	n/a
Non-Published Service	0.50	n/a
Non-Listed Service	0.50	n/a

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[illegible]

## PRICE LIST

<b><u>SERVICES: BUSINESS</u></b>	<b><u>MONTHLY RATE</u></b>	<b><u>NONRECURRING CHARGE</u></b>
Business Exchange Access Line – One Party	21.00	53.00
Business Rotary Line Service	30.00	53.00
Business Private Branch Exchange (PBX) Trunks	35.00	n/a
Call Forward Business	3.50	17.00 set up + 0.50 per use unless full service feature is added
Three Way Calling Business	3.50	0.50 per use unless full service feature is added
Call Waiting Business	3.50	n/a
Speed Calling 30 Business	3.50	n/a
Call Forward With Ring Count Business	3.50	n/a
Call Forwarding Busy Business	3.50	n/a
Call Forwarding Don't Answer Business	3.50	n/a
Automatic Call Back Business	3.50	n/a
Automatic Recall Business	3.50	n/a
Customer Originated Trace Per Call Basis Business	n/a	1.00 per use
Caller ID Block Per Call Business	No Charge	n/a
Calling Number Delivery Business	3.50	n/a
Calling Name and Number Delivery Business	5.95	n/a
Call Waiting Deluxe Business	3.50	n/a
Caller ID Blocking Per Line Business	No Charge	n/a
Custom Ringing Business	3.50	n/a
Selective Call Acceptance Business	3.50	n/a
Selective Call Rejection Business	3.50	n/a
Selective Call Forward Business	3.50	n/a
Anonymous Caller Rejection Business	3.50	n/a
DID Establish Trunk Group 20 numbers	10.00	50.00
DID Additional 20 numbers	10.00	50.00
DID Trunk Termination	10.00	32.00
Personal Ring Business	3.50	n/a
Directory Listings Business		
Primary Service Listing	0.50	n/a
Additional Name Listings	0.75	n/a
Non-Published Service	0.50	n/a
Non-Listed Service	0.50	n/a

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**PRICE LIST**

<b><u>SERVICES: BUSINESS</u></b>	<b><u>MONTHLY RATE</u></b>	<b><u>NONRECURRING CHARGE</u></b>
Integrated Services Digital Network (ISDN) -	ICB	ICB
Advanced Digital Services - Primary Rate ISDN	ICB	ICB
Primary Rate ISDN Access Line	ICB	ICB
Primary Rate ISDN Interface	ICB	ICB
Voice/Data (standard)	ICB	ICB
Digital Data only	ICB	ICB
Inward Data only	ICB	ICB
Primary Rate ISDN B-Channels	ICB	ICB
Voice/Data (standard)	ICB	ICB
Digital Data only	ICB	ICB
Inward Data only	ICB	ICB
Primary Rate ISDN D-Channels	ICB	ICB
Telephone Number Availability	ICB	
Calling Name and Number Delivery	ICB	ICB
Per PRI		
Interface		
811 Dialing Service		
Service Establishment Charge	n/a	390.00
Central Office Activation, Per Central Office	n/a	150.00
Change of Point-to Number, Per Central Office	n/a	13.50
211 Dialing Service		
Service Establishment Charge	n/a	390.00
Central Office Activation, Per Central Office	n/a	150.00
Change of Point-to Number, Per Central Office	n/a	13.50
511 Dialing Service		
Service Establishment Charge	n/a	390.00
Central Office Activation, Per Central Office	n/a	150.00
Change of Point-to Number, Per Central Office	n/a	13.50

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<u>SERVICE CHARGES RESIDENCE</u>	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>
Initial Service Order Charge	n/a	11.00
Subsequent Service Order Charge	n/a	7.00
Central Office Work Charge	n/a	6.00
Premise Visit Charge	n/a	15.00
Telephone Number Change Charge	n/a	13.00
Restoration Charge Per Number – Non Payment	n/a	13.00
Restoration Charge Per Number – Temp Suspension	n/a	13.00
Record Type Orders Only	n/a	n/a
<u>SERVICE CHARGES – BUSINESS</u>	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>
Initial Service Order Charge	n/a	11.00
Subsequent Service Order Charge	n/a	7.00
Central Office Work Charge	n/a	6.00
Premise Visit Charge	n/a	15.00
Telephone Number Change Charge	n/a	13.00
Restoration Charge Per Number – Non Payment	n/a	13.00
Restoration Charge Per Number – Temp Suspension	n/a	13.00
Record Type Orders Only	n/a	n/a

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**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT C**

Interexchange Services Tariff

REGULATIONS RATES AND SCHEDULE  
OF CHARGES APPLICABLE TO  
MESSAGE TELECOMMUNICATIONS SERVICES  
FURNISHED BY  
**SKYBEST COMMUNICATIONS, INC.**  
BETWEEN POINTS  
WITHIN THE STATE OF SOUTH CAROLINA  
FOR INTRASTATE COMMUNICATIONS SERVICES  
FOR INTRASTATE CUSTOMERS  
AS PROVIDED FOR HEREIN.

Service is provided by means of wire, radio, terrestrial, or satellite facilities or any combination thereof, as specified herein.

Issued: ISSDATE  
Issued by:

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Effective: EFFDATE

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**CHECK SHEET**

The title page and pages 1 through 50 and Price Sheet 1 through Price Sheet 10 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
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3	Original	28	Original	Price Sheet 3	Original
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10	Original	35	Original	Price Sheet 10	Original
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25	Original	50	Original		

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<b>Price Sheets .....</b>	<b>Price Sheet 1</b>

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Issued by:

Kim Shepherd, President  
SkyBest Communications, Inc.  
PO Box 759; 1200 NC Hwy 194 North  
West Jefferson, North Carolina 28694  
Phone No. (336) 877-1350

Effective: EFFDATE

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**1. General****1.1 Application of Tariff**

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by SkyBest Communications, Inc., hereafter referred to as the "Company", from its points of presence in the State of South Carolina to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

**1.2 Definitions**

Certain terms used throughout this Tariff are defined as follows:

**1.2.A Access Code**

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

**1.2.B Application for Service**

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

**1.2.C Authorization Code**

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.



## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**1. General** (Cont'd)1.2 Definitions (Cont'd)1.2.D Billed Party

The person or entity responsible for payment of the Company's service for an Operator Assisted Call, is as follows:

1.2.D.1 in the case of a Room Charge call, the Subscriber;

1.2.D.2 Intentionally Left Blank

1.2.D.3 in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

1.2.E Commission

The North Carolina Public Service Commission.

1.2.F Common Carrier

A company or entity providing telecommunications services to the public.

1.2.G Company

SkyBest Communications, Inc., unless the context indicates otherwise.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**1. General** (Cont'd)1.2 Definitions (Cont'd)

1.2.I Intentionally Left Blank

1.2.J Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Intentionally Left Blank

1.2.M Intentionally Left Blank

1.2.N Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of South Carolina to intrastate points as specified herein.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**1. General (Cont'd)****1.2 Definitions (Cont'd)****1.2.O Local Exchange Carrier (LEC)**

A telephone company which furnishes local exchange services.

**1.2.P Measured Usage Charge or Measured Charge**

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

**1.2.Q Other Common Carrier**

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

**1.2.R Premises**

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**1. General** (Cont'd)

1.2 Definitions (Cont'd)

1.2.S Service

The offerings by the Company to the Customer under this Tariff.

1.2.T Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.U Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services****2.1 Undertaking of the Company****2.1.A Scope**

The Company is a carrier providing intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the State of South Carolina as described in this Tariff.

**2.1.B Limitations**

2.1.B.1 The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.

2.1.B.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

2.1.B.3 The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

**2.2 Obligations of the Customer**

2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.

2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.

2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose which is in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
- 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

**2.3 Liabilities of the Company**

2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.

2.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.4 Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be done orally or in writing, and provide, at a minimum, the following information:

2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.

2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

**2.5 Intentionally left blank**

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.A Intentionally left blank (Cont'd)****2.5.B Description of Payment and Billing Periods**

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges**

2.5.C.1 Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.

2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

**2.5.D Payment and Late Payment Charge**

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

**2.5.E Returned Check Charge**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed. The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.F Suspension or Termination for Nonpayment**

In the event of nonpayment of any bill rendered, the Company may, after written notice suspend Service to the Customer.

**2.5.G Credit Allowances/Service Interruptions**

2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.

2.5.G.3 The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.

2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.H Service Interruption Measurement**

2.5.H.1 In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

2.5.H.2 A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

**2.6 Termination or Denial of Service by the Company**

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.7 Special Services****2.7.A General**

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

**2.7.B When Applicable**

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.7 Special Services (Cont'd)****2.7.C Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order before the Service begins, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

**2.8 Special Pricing Arrangements**

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

**2.9 Special Construction**

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

**2.10 Inspection, Testing and Adjustment**

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.10 Inspection, Testing and Adjustment (Cont'd)**

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

**2.11 Marketing**

The Company will market their services, but the Company will not participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in the State of South Carolina. Furthermore, the Company will comply with marketing procedures set forth by the Commission.

**2.12 Operator Services**

2.12.A Operator services will not be provided by the Company as part of the Service furnished by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services**

3.1 Service Points

3.1.A The Company provides originating Service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.

3.1.B The Company provides terminating service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rate found in Section 4, herein.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company.

3.2.C Intentionally Left Blank



## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.3 Timing of Calls**

- 3.3.A Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- 3.3.E Intentionally Left Blank

## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.4 Method of Applying Rates**

3.4.A Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.4.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.5 Intentionally Left Blank

**3.6 Dialed Intrastate Message Telecommunications Services**

3.6.A Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.6.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.6.C All Customers shall be charged the rates identified in Section 4.

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.7 Enhanced Plan Service**

- 3.7.A Enhanced Plan Service is a specially designed Optional Calling Plan for the origination and termination of intrastate, intraLATA toll calls.
- 3.7.B The minimum service period is one (1) month.
- 3.7.C Resale or shared use of Enhanced Plan is not allowed.
- 3.7.D Enhanced Plan provides discounts off of Standard Rates in return for a monthly recurring fee and a one-time subscription fee.
- 3.7.E All customers shall be charged the rates identified in Section 4.
- 3.7.F The applicable discount is based on total monthly usage for all 1 (+) intrastate long-distance calling. The discount varies depending on total monthly usage and is applied to the total monthly usage charges. The discount is not applicable with any other calling plan, and is not applicable to Business customers.

**3.8 Intentionally Left Blank**

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Phone No. (336) 877-1350

Effective: EFFDATE

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**

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3.10 Intentionally left blank

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**

3.11 Directory Assistance Service

3.11.A The company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.

3.11.B All customers shall be charged the rates identified in Section 4.

3.12 Intentionally Left Blank

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service****4.1 Returned Check Charge**

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined residential and business balance, only a single returned check charge will apply.

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)****4.2 Standard Plan**

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.15
Monthly Rate	\$0.00

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)****4.3 Enhanced Plan**

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.10
Monthly Rate	\$4.95

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service**

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**4. Rates for Intrastate Residential Message Telecommunications Service**4.8 Directory Assistance Service

Rates for directory assistance service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
Per Request	\$1.50

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**4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)**

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Rates for Intrastate Business Message Telecommunications Service**

**5.1 Returned Check Charge**

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined residential and business balance, only a single returned check charge will apply.

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Rates for Intrastate Business Message Telecommunications Service (Cont'd)**

**5.2 Standard Plan**

Rates are listed in the price sheets herein.

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

**5. Rates for Intrastate Business Message Telecommunications Service (Cont'd)**

**5.3 Enhanced Plan**

Rates are listed in the price sheets herein.

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5.8 Directory Assistance Service

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4.1 Returned Check Charge

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4.2 Standard Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

	<u>Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.15
Monthly Rate	\$0.00

4.3 Enhanced Plan

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

	<u>Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.10
Monthly Rate	\$4.95

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

4.8 Directory Assistance Service

Rate

Per Request \$1.50

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## INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

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Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of South Carolina. The rates are as follows:

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

5.8 Directory Assistance Service

	<u>Rate</u>
Per Request	\$1.50

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**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT D**

Access Services Tariff

ACCESS SERVICE

Rates, Terms and Conditions  
applying to the provision of intrastate access  
and point to point service within the State of South Carolina  
by SkyBest Communications, Inc.

All material contained herein is new.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

---

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Phone No. (336) 877-1350

**ACCESS SERVICE****CHECK SHEET**

The title page and pages 1 through Price List 4 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
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6	Original	2-29	Original	6-1	Original
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9	Original	3-1	Original	7-3	Original
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1-2	Original	3-3	Original	7-5	Original
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1-4	Original	3-5	Original	7-7	Original
1-5	Original	3-6	Original	7-8	Original
2-1	Original	3-7	Original	7-9	Original
2-2	Original	3-8	Original	7-10	Original
2-3	Original	3-9	Original	7-11	Original
2-4	Original	4-1	Original	8-1	Original
2-5	Original	4-2	Original	9-1	Original
2-6	Original	4-3	Original	10-1	Original
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**ACCESS SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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## ACCESS SERVICE

### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service by SkyBest Communications, Inc., OCN # 5872 (hereinafter "the Company").

### COMPANY CONTACT

Matters related to this tariff and services provided under the rates, terms and conditions of this tariff may be directed to the following individual:

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## ACCESS SERVICE

### 1. DEFINITIONS

Certain terms used generally throughout this tariff for the Access services of this Company are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry Service Order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment for all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

CDL Customer designated location.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packets switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Company:** SkyBest Communications, Inc., OCN # 5872, which is the issuer of this tariff.

**Conventional Signaling:** The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

**Customer:** The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific customer.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**800/8YY Database Access Service:** The term "800/8YY Database As Service" denotes a toll-free originating Trunkside Access Service when the 8XX service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 8YY as available) is used. The term 8XX is used interchangeably with 800/8YY Database Service throughout this tariff to describe this service.

**End-user:** Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Firm Order Confirmation (FOC):** Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**Hub:** The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interexchange Carrier (IC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Joint User:** A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**Kbps:** Kilobits, or thousands of Bits, per second.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Line Information Database (LIDB):** The database which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access:** The connection between a customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Mbps:** Megabits, or millions of bits, per second.

**Meet Point Billing:** The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

**Network Services:** The Company's telecommunications Access Services offered on the Company's network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including, but not limited to charges for construction, installation, or specific fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of Switched Access or a telephone exchange service line.

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## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

**Point to Point Service:** An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). With respect to intrastate service, the end user may select for intrastate intraLATA calls any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date:** For Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

**Service Order:** The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Service(s):** The Company's telecommunications Access Services offered by the Company.

**Shared Facilities:** A facility or equipment system or subsystem which can be used simultaneously by several customers.

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## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Signaling Point of Interface:** The customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Signaling Transfer Point Access:** Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

**Special Access Service:** Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users, as defined in this tariff.

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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## ACCESS SERVICE

### 2. REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the State of South Carolina under the terms of this tariff.

##### 2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communication Commission's Rules and Regulations, which specifies the priority system for such activities.

##### 2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, in not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

2.1.3.B Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service Ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.C At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

##### 2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- 2.1.4.B The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- 2.1.4.C The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.
- 2.1.4.D The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.E The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.E as a condition precedent to such installations.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- 2.1.4.F The Company shall not be liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.G The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another Interexchange carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.
- 2.1.4.H The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
- 2.1.4.I The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.J The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.K The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another party, for any personal injury, to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.L The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, insure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

2.1.4.M The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.4.N With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

##### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

##### 2.1.6 Provision of Equipment & Facilities

2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customers with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.6 Provision of Equipment & Facilities (Cont'd)

- 2.1.6.C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.6.D Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.
- 2.1.6.F The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
- 2.1.6.F.(1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- 2.1.6.F.(2) the reception of signals by Customer-provided equipment; or
- 2.1.6.F.(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.6 Provision of Equipment & Facilities

2.1.6.H The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

##### 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited, to, weekends, holidays, and/or night hours, additional charges may apply.

##### 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.1.8.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.8.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.8.E where installation is on an expedited basis;
- 2.1.8.F on a temporary basis until permanent facilities are available;
- 2.1.8.G installation involving abnormal costs; or
- 2.1.8.H in advance of its normal construction schedules.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

#### 2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

#### 2.3 Obligations of the Customer

##### 2.3.1 Customer Responsibilities

2.3.1.A The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff;

2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.1 Customer Responsibilities (Cont'd)

- 2.3.1.C providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- 2.3.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.
- 2.3.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 2.3.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.2 Claims

With respect to any service or facility provided by the Company; Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

2.3.2.A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

2.3.2.B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

##### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.3 Jurisdictional Reporting (Cont'd)

##### 2.3.3.A Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.3.3.A.(1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 following, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.3.3.A.(2) For Feature Group D with 950 Access (Feature Group B), as defined in Section 4.2 following, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

2.3.3.A.(3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.3.3.A.(4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

##### 2.3.3.B Terminating Access

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.D below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.3 Jurisdictional Reporting (Cont'd)

2.3.3.C Except where the Company measured access minutes are used as set forth in 2.3.3.A above, the Customer reported Rejected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

2.3.3.D Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

##### 2.3.3.E Jurisdictional Report Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

##### 2.4.2 Interconnection of Facilities

2.4.2.A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.2.B Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

#### 2.5 Payment Arrangements

##### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

##### 2.5.1.A Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.1 Payment for Service (Cont'd)

2.5.1.B A surcharge is imposed on all charges for service originating at addresses in the state for which the state levies, or asserts a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on intrastate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in the state and/or payment of intrastate access charges in the state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

##### 2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

2.5.2.A Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.

2.5.2.B The Company shall present invoice for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.

2.5.2.C When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.D Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.E Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.2.F The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Federal Communications Commission in accordance with the Agency's rules of procedures.

##### 2.5.2.G Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved

Both Multiple bill and Single bill billing options are supported under this tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the end user.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.2 Billing and Collection of Charges (Cont'd)

##### 2.5.2.G Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

The billing arrangements are subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Service under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- 2.5.2.G.(1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- 2.5.2.G.(2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.
- 2.5.2.G.(3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.2 Billing and Collection of Charges (Cont'd)

##### 2.5.2.G Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

2.5.2.G.(4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
  - (i) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

##### 2.5.3 Deposits

2.5.3.A Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 2.5.3.A.(1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
- 2.5.3.A.(2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.3 Deposits (Cont'd)

2.5.3.B A deposit may be required in addition to an advance payment.

2.5.3.C The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

2.5.3.D When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

##### 2.5.4 Refusal and Discontinuance of Service

2.5.4.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.

2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.4.D Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.4 Refusal and Discontinuance of Service (Cont'd)

- 2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.4.F Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A or 2.5.4.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.5.4.G When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- 2.5.4.H The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

#### 2.5.4 Refusal and Discontinuance of Service (Cont'd)

##### 2.5.4.H (Cont'd)

2.5.4.H.(1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.4.H.(1) (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

#### 2.5.4 Refusal and Discontinuance of Service (Cont'd)

##### 2.5.4.H (Cont'd)

##### 2.5.4.H.(1) (Cont'd)

- (f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:
  - (i) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - (ii) Using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or
  - (iii) Any other fraudulent means or devices; or

2.5.4.H.(2) Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.4.H.(3) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.A, above; or

2.5.4.H.(4) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven-(7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.4 Refusal and Discontinuance of Service (Cont'd)

2.5.4.I In the event the Company provides notice to Customer under Section 2.5.4 of this Tariff of refusal and discontinuance of service, the Company shall also have the right to notify the Company's end user customers who are presubscribed to Customer's service that Customer's service will be discontinued if payment or other obligations are not met. Such notification shall be for the purpose of allowing affected end user customers to make alternative arrangements for presubscribed interexchange service in the event Customer's service is discontinued by the Company.

2.5.4.J In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.5 Cancellation of Application for Service

2.5.5.A Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3.

2.5.5.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

##### 2.5.6 Late Payment Charge

2.5.6.A Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.6.B Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.6.C Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.6.A. Restoration of Service will be subject to all applicable installation charges.

##### 2.5.7 Returned Check Charge

The Company may establish a Returned Check Charge as it deems appropriate subject to the maximum amounts and the exceptions contained in S.C. Code Ann. §34-11-70 and R.103-622.2, as amended.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

##### 2.6.1 Credit for Interruptions

- 2.6.1.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.6.1.B For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.6 Allowances for Interruptions in Service (Cont'd)

##### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provision of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- 2.6.2.B interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.E interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

##### 2.6.2.H Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.6 Allowances for Interruptions in Service (Cont'd)

##### 2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

#### 2.7 Cancellation of Service

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

#### 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

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**ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.10 Identification and Rating of VoIP-PSTN Traffic****2.10.1 Scope**

VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at rates not to exceed interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket No. 10-90, *etc.*, FCC Release No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order. The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over Public Switched Telephone Network (PSTN) facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

**2.10.2 Rating of VoIP-PSTN Traffic**

The Toll VoIP-PSTN Traffic will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the Telephone Company's applicable federal access tariff or the Telephone Company's applicable tariffed intrastate switched access rates as specified in the Telephone Company's applicable state access tariff, whichever is lower. Hereafter, these billed rates will be referred to in this tariff as the relevant "VoIP Rates."

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.10 Identification and Rating of VoIP-PSTN Traffic (cont'd)****2.10.3 Calculation and Application of Percent-VoIP-Usage Factor**

There is no need to determine the percentage of VoIP usage for purposes of applying VoIP Rates to terminating Toll VoIP-PSTN Traffic because intrastate and interstate terminating access rates are at parity. The Telephone Company will determine the number of originating Toll VoIP-PSTN Traffic minutes of use ("MOU") to which VoIP Rates will be applied under subsection (B), above, by applying a Percent-VoIP-Usage ("PVU") factor to the total originating intrastate access MOU received by the Telephone Company from the customer. The PVU will be derived and applied as follows:

2.10.3.A The customer will calculate and furnish to the Telephone Company a factor (the "PVU"), along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Telephone Company in the State that is originated by the Telephone Company and that originated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information.

2.10.3.B After the Telephone Company verifies the PVU provided by the customer, the Telephone Company will apply the PVU factor to the total originating intrastate access MOU received from the customer to determine the number of Toll VoIP-PSTN Traffic MOUs.

2.10.3.C If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero percent (0%).

**2.10.4 Initial Implementation of PVU Factor**

The Telephone Company will apply the Initial PVU factor on the next bill date provided that the PVU factor and the relevant and verifiable supporting documentation described above are provided to the Telephone Company at least fifteen (15) days prior to the next bill date. A factor received less than fifteen (15) days before the next bill date, will be applied on the bill date following the next bill date unless otherwise agreed to by the Telephone Company and the customer. Otherwise, it will set the initial PVU equal to 0% as specified in subsection (C)(3) above.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.10 Identification and Rating of VoIP-PSTN Traffic (cont'd)****2.10.5 PVU Factor Updates**

The customer may update the PVU factor quarterly using the method set forth in subsection 2.10.3.A, above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

**2.10.6 PVU Factor Verification**

Not more than four times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factors.

The customer-provided PVU and supporting documentation for the factor shall be based on information that is verifiable by the Telephone Company, including but not limited to the number of the customer's retail VoIP subscriptions in the state (*e.g.* as reported on FCC Form 477), traffic studies, actual call detail or other relevant and verifiable information.

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

#### 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

##### 3.1.1 Ordering Conditions

All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- 3.1.1.A Customer name and Premise(s) address;
- 3.1.1.B Billing name and address (when different from Customer name and address);  
and
- 3.1.1.C Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.1 General (Cont'd)

##### 3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 12.4.3 following will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

#### 3.2 Access Order

An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.1 Access Service Date Intervals

The Company will provide a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval subject to the following conditions.

##### 3.2.1.A. Customer Requested Interval

If none of the conditions described in Section 3.2.1.B below apply, the Service Date interval shall be based on provision of access service by the Customer's requested Service Date.

##### 3.2.1.B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when one of the following conditions exists. In such cases, the Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested.

- 3.2.1.B.(1) There is no existing facility connecting the Customer premises with the Company; or
- 3.2.1.B.(2) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 3.2.1.B.(3) The Customer requests a service that requires provision of facilities by a connecting local exchange carrier in addition to facilities provided by the Company and the connecting local exchange carrier is unable to place connecting facilities in service by Customer's requested Service Date.
- 3.2.1.B.(4) The Company determines that Access Service cannot be installed within the time frame requested by the Customer.
- 3.2.1.B.(5) All services for which rates are applied on an Individual case Basis are provided with a Negotiated Interval.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

##### 3.2.2.A Service Commencement Date Charges

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply as set forth in Section 12.4.5 following. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 12.4.2 following.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

#### 3.2.2 Access Service Request Modifications (Cont'd)

##### 3.2.2.B Design Change Charge

The Customer may request a Design Change to the Service Ordered. A Design Change is any change to an ASR which requires an Engineering Review. An Engineering Review is a review by Company personnel of the Service Ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR, the appropriate cancellation charges will apply.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 12.4.3 following are in addition to any service Date Change Charges that may apply.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.2 Access Service Request Modifications (Cont'd)

##### 3.2.2.C Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order Charge request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event that the Customer cancels an expedite request, the Expedited Order Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 12.4.5 following.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as - herein, Cancellation Charges will apply as specified in Section 12.4.6 following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

##### 3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month unless otherwise stated in this Tariff for a particular service. Items offered under this Tariff on an individual case basis may be subject to a minimum period of service greater than one month as established by the Company at the time of providing the individual case basis rate or rates.

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.4 Minimum Period of Service (Cont'd)

3.2.4.A The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- 3.2.4.A.(1) A change in the identity of the Customer of record;
- 3.2.4.A.(2) A move by the Customer to a different building;
- 3.2.4.A.(3) A change in type of service;
- 3.2.4.A.(4) A change in Switched Access Service Interface (i.e. DS-1 or DS-3);
- 3.2.4.A.(5) A change in Switched Access Service Traffic Type.

3.2.4.B When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.5 Constructive Ordering of Switched Access Services

###### 3.2.5.A Terminating Switched Access

Notwithstanding Section 3.2 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

###### 3.2.5.B Originating Switched Access.

Notwithstanding Section 3.2 above, in the event the Company originates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, including but not limited to 800/877/888 toll free calls and 800/877/888 originated dial-around calls, and the interexchange carrier accepts the traffic, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the originating access minutes. The originating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

#### 3.3 Miscellaneous Service Order

A Miscellaneous Service Order Charge, as set forth in Section 12.4.4 following, applies to any service, or combination of services, ordered simultaneously from Section 7 of the tariff for which a service order is not already pending. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (Section 7.2.2);
- Standby Repair (Section 7.2.3);
- Testing and Maintenance with Other Telephone Companies other than when in conjunction with Acceptance Testing (Section 7.2.4);
- Other Labor (Section 7.2.5);and
- Maintenance of Service (Section 7.4)

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE

#### 4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an end user's premises to a Customer's premises, and to terminate calls from a Customer's premises location to an end user's premises.

#### 4.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

##### 4.2.1 Feature Group D (FGD) Access

FGD Access for intrastate intraLATA calls, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.1 Feature Group D (FGD) Access (Cont'd)

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

##### 4.2.2 Manner of Revision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionally. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

##### 4.2.3 Rate Categories

There are four rate categories which apply to Switched Access Service:

- Local Transport (described in 4.2.3.A following)
- End Office (described in 4.2.3.B following)
- Carrier Common Line (described in 4.2.3.C following)
- Chargeable Optional Features (described in 4.2.3.D following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.

##### 4.2.3.A Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, as not having the capability to provide Direct Trunked Transport. Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA, Tariff F.C.C. No. 4.

Unless otherwise ordered by the F.C.C., where the Company elects to provide equal access through a centralized equal access arrangement, the Company will designate the serving wire center. The designated SWC will normally be that wire center which provides dial tone to the Company centralized Equal Access tandem office identified in NECA Tariff F.C.C. No. 4.

When service is provided in cooperation with a non Company provider of centralized Equal Access, the SWC will be that wire center which would normally provide dial tone to the Company point of interconnection with the non Company provider of centralized Equal Access specified in the tariff of the centralized Equal Access provider. Those Company offices providing equal access through centralized arrangements are identified in NECA Tariff F.C.C. No. 4.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.

The Local Transport Rate Category includes four classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem Switched Transport, and (4) Multiplexing.

##### 4.2.3.A.(1) Entrance Facility

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility may be available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (and isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 8.5 following will apply even if the customer designated premises and the serving wire center are collocated in a Company building.

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company. The local exchange carrier for the serving wire center for the customer-designated premises will bill the applicable Entrance Facility rate under its intrastate access tariff.



## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

##### 4.2.3.A.(1) Entrance Facility (Cont'd)

A customer's Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

DS3 to DS1 Multiplexing charges specified in Section 8.5 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (*i.e.*, Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels. Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

##### 4.2.3.A.(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, Wire Center Information as not having the capability to provide Direct Trunked Transport.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

##### 4.2.3.A.(2) Direct Trunked Transport (Cont'd)

Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA, Tariff F.C.C. No. 4.

Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport cannot be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

The Direct-Trunked Transport Rate is flat-rated and has both distance-sensitive and nondistance-sensitive components. The distance-sensitive mileage recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The non-distance sensitive component, the monthly fixed rate, recovers costs of circuit equipment at the ends of the transmission links.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

##### 4.2.3.A.(2) Direct Trunked Transport (Cont'd)

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

##### 4.2.3.A.(3) Tandem Switched Transport

The Tandem Switched Transport rate elements recover tandem switching costs and a portion of the costs associated with the communications path between a tandem and an end office on circuits that are switched at a tandem switch, or between a host and a remote switch.

Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate and a Tandem Switched Termination rate.

In those instances where an SSP equipped end office is capable of handling 800 SAC Traffic on a direct trunked basis but incapable of handling 8YY SAC traffic on a direct trunked basis, a full credit will be provided for Tandem Switched Transport Charges associated with FGD service for 8YY SAC traffic delivered at the tandem. This results in all 800 series traffic being rated as direct trunked transport regardless of whether the SSP equipped end office is capable of handling 8YY SAC traffic on a direct trunked basis. Those SSP equipped end offices that cannot accommodate direct trunking of originating 8YY SAC traffic are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

##### 4.2.3.A.(3) Tandem Switched Transport (Cont'd)

- (a) The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate is applicable at the Tandem, when a customer orders Direct Trunk Transport to the tandem and Tandem Switched Transport from the tandem to the end office. The Tandem Switching rate specified in 12.1.1.C following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NECA Tariff F.C.C. No. 4, Wire Center Information. If the tandem switch through which a customer's traffic is routed to the Company's end office, the Tandem Switching will be billed by the connecting company at its applicable Tandem Switching rate and will not be billed by the Company.
- (b) The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Facility rate specified in Section 12.1.1.C following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.A Local Transport (Cont'd)

##### 4.2.3.A.(3) Tandem Switched Transport (Cont'd)

- (c) The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Facility. The Tandem Switched Termination rate specified in Section 12.1.1.C following is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office, tandem, and serving wire center) provided by the Company. When the Tandem switched Facility mileage is zero, neither the Tandem Switched Facility rate nor the Tandem Switched Termination rate will apply.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.B End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

##### 4.2.3.B.(1) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point. The End Office Local Switching Rate specified in Section 12.1.2 following is applied on a per access minute basis for all originating and terminating minutes switched by an end office except Local Switching does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Company access tandem office.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.C Carrier Common Line

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 4 of this tariff.

##### 4.2.3.C.(1) General Description

Carrier Common Line Access provides for the use of end users' Company provided common lines by customers for access to such end users to furnish Intrastate Communications.

Premium Access refers to any Switched Access Service provided under this tariff with respect to an equal access end office to customers under this tariff which furnish intrastate, interexchange message telephone service.

##### 4.2.3.C.(2) Carrier Common Line Charge

The Carrier Common Line charge is assessed to switched access customers on end office switched access minutes on a per access minute basis. The Carrier Common Line Rate specified in Section 12.2.1 following is applied on a per access minute basis for all originating and terminating minutes switched by an end office.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.3 Rate Categories (Cont'd)

##### 4.2.3.D Chargeable Optional Features

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the customer.

4.2.3.D.(1) Where facilities permit, the Company will, at the option of the customer, provide the following chargeable optional features.

##### (a) 800/877/888 Series Database Access Service

Series Database Access Service is provided to all customers in conjunction with FGD switched access service. When a 1+800/877/888+NXX-XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800/877/888 series database to identify the customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified customer over FGD switched access.

A Basic or Vertical Feature Query charge as set forth at Section 12.1.3 following is assessed for each query launched to the database which identifies the customer to whom the call will be delivered. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800/877/888 series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800/8YY series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800/8YY series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

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**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

4.2.4 Descriptions and Application of Rates

Rates applicable to Switched Access Service include both Recurring Rates and Nonrecurring Charges as set forth in Sections 12.1 and 12.2 following.

4.2.4.A Recurring Rates

4.2.4.A.(1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

4.2.4.A.(2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

4.2.4.B Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 12.4.1 following.

4.2.4.B.(1) Installation of Service

A nonrecurring installation charge, as set forth in Section 12.1.1.A following, will be applied at the service wire center for each Entrance Facility installed.

4.2.4.B.(2) Service Rearrangements

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 12.1.1.A following.

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## ACCESS SERVICE

### 4. **SWITCHED ACCESS SERVICE** (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.5 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of the installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

##### 4.2.6 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 3.2.

##### 4.2.7 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case-by-case basis under individual contract.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.3 Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

##### 4.3.1 Network Management

4.3.1.A The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6 preceding.

4.3.1.B When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.4 Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

##### 4.4.1 Nonchargeable Optional Features

###### 4.4.1.A Signaling System Seven (SS7)

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

###### 4.4.1.B Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

##### 4.4.2 Feature Group D Optional Features

###### 4.4.2.A Common Switching Optional Features

4.4.2.A.(1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.4 Switched Access Optional Features (Cont'd)

##### 4.4.2 Feature Group D Optional Features (Cont'd)

##### 4.4.2.A Common Switching Optional Features (Cont'd)

- 4.4.2.A.(2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number is only available with Feature Group D. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

- 4.4.2.A.(3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- 4.4.2.A.(4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

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## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.4 Switched Access Optional Features (Cont'd)

##### 4.4.2 Feature Group D Optional Features (Cont'd)

##### 4.4.2.A Common Switching Optional Features (Cont'd)

- 4.4.2.A.(5) Feature Group D with 950 Access (Feature Group B): This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- 4.4.2.A.(6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- 4.4.2.A.(7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- 4.4.2.A.(8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

**4.5 Individual Case Basis Arrangement**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialize rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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## ACCESS SERVICE

### 5. SPECIAL ACCESS SERVICE

#### 5.1 General

Special Access provides a transmission path to connect Customer Designated Locations (CDLs) within a LATA for Intrastate Telecommunications. Special Access provided to a customer may be connected directly to customer facilities, through Company Hub Wire Centers where bridging or multiplexing functions are performed, and/or may be connected to access facilities of another Company or companies in the joint provision of Special Access Service.

#### 5.2 Rate Categories

There are three basic rate elements which apply to Special Access Service:

- Service Terminations (described in Section 5.2.1 following)
- Channel Mileage (described in Section 5.2.2 following)
- Supplemental Features (described in Section 5.2.3 following)
- Multiplexing Arrangements (described in Section 5.2.4 following)

##### 5.2.1 Service Termination

The Service Termination rate category provides for the communications path between a customer designated premises and the serving wire center or WATS Serving Office of those premises. Included as part of the Service Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT). One Service Termination charge applies per customer designated premises at which the channel is terminated. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building. Service Termination charges for DS3 High Capacity Service may vary based on distance.

##### 5.2.2 Channel Mileage

The Channel Mileage rate category provides for the end office equipment and the transmission channel between the serving wire centers associated with two CDLs, between a serving wire center associated with a CDL and a Company Hub, between two Company Hubs, or between a WATS Serving Office and a customer serving wire center when the two are not collocated. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

##### 5.2.2.A Channel Mileage Facility

The Channel Mileage Facility rate recovers the cost for the transmission path which extends between the Company serving wire centers and/or Hub(s) and includes primarily outside plant used to provide the facility.



## ACCESS SERVICE

### 5. SPECIAL ACCESS SERVICE(Cont'd)

#### 5.2 Rate Categories (Cont'd)

##### 5.2.2 Channel Mileage (Cont'd)

##### 5.2.2.B Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and Hubs). The Company applies a 50% billing percentage to the Channel Mileage Termination rate on jointly owned circuits and applies 100% on wholly owned circuits. When the Channel Mileage Facility is zero (0) (i.e., collocated serving wire center), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

##### 5.2.3 Supplemental Features

Supplemental Features may be added to a Special Access circuit to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific facilities, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of facilities. Although the facilities necessary to perform a specified function may be installed at various locations along the path of the Special Access circuit, including the CDL, it will be provided for as a single rate element. Examples of Supplemental Features that are available include, but are not limited to, bridging and conditioning. Where Customer requests, and the Company has the equipment and technical capability to provide Supplemental Features associated with a Special Access service, and there is not a tariffed rate for the Supplemental Feature, the Company will provide the Supplemental Feature on an individual case basis.

##### 5.2.4 Multiplexing Arrangements

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is only available at a Company designated Hub Wire Center arranged for multiplexing. All types of multiplexing may not be available at each Hub Wire Center. Where Customer requests, and the Company has the equipment and technical capability to provide Multiplexing associated with a Special Access service, and there is not a tariffed rate for the Multiplexing arrangement, the Company will provide the Multiplexing on an individual case basis.

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## ACCESS SERVICE

### 5. SPECIAL ACCESS SERVICE (Cont'd)

#### 5.3 Special Access Configurations

There are two types of facility configurations over which Special Access Services are provided – two-point and multipoint.

##### 5.3.1 Two-point Service

A two-point configuration is a circuit, which is provided to connect two CDL, either directly or connected or through a Hub Wire Center where multiplexing functions are performed, or a CDL and a Serving Wire Center.

All Special Access offerings may be provided as a two-point configuration.

Applicable rate elements are:

- Service Terminations
- Channel Mileage Termination
- Channel Mileage Facility
- Supplemental Features (when applicable)
- Multiplexing Arrangements (when applicable)

Special Access Service involving two CDLs connected to a single Serving Wire Center, the applicable rates include two Service Termination charges and do not include either Channel Mileage Termination or Channel Mileage Facility charges. For a Voice Grade or Digital Data Service involving two CDLs each connected to a separate Serving Wire Center, the applicable rates include two Service Termination charges and Channel Mileage Termination and Channel Mileage Facility charges for the connection between the two Serving Wire Centers.

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## ACCESS SERVICE

### 5. SPECIAL ACCESS SERVICE (Cont'd)

#### 5.3 Special Access Configurations (Cont'd)

##### 5.3.2 Multipoint Service

A multipoint configuration is a circuit that is provided to connect three or more CDLs through a Company Hub Wire Center. Only Voice Grade and Digital Data Service facilities where so designated, will be provided as multipoint configurations. DS1 and DS3 Services are not available as multipoint configurations. Miscellaneous Services, including but not limited to Program Audio Service, may be provided as Multipoint Service on an Individual Case Basis. There is no limitation on the number of mid-links, but the use of more than three mid-links in tandem may degrade the quality of the multipoint facilities. A mid-link is defined as the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where circuit switching devices, such as loop transfer arrangement, are located.

Applicable rate elements are:

- Service Termination per CDL to their respective Serving Wire Centers.
- Channel Mileage (as applicable between each designated CDL and the Hub and between Hubs).
- Supplemental Features: Bridging equipment for each bridging location and other Supplemental Features when applicable.
- Multiplexing Arrangements when applicable.

#### 5.4 Special Access Rate Application

Rates applicable to Special Access Service are set forth in Section 12.3 following. In addition to the rates set forth in Section 12.3, Service Order charges described in Section 3 of this Tariff and charges for Miscellaneous Services described in Section 7 of this Tariff may apply.

Individual Case Basis When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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## ACCESS SERVICE

### 6. SPECIAL CONSTRUCTION

#### 6.1 Special Construction

##### 6.1.1 Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

##### 6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

6.1.2.A The termination liability period is the initial service term with respect to said specially constructed facilities.

6.1.2.B The amount of maximum termination liability is equal to the rates and charges established pursuant to 6.1.1 above:

6.1.2.C The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.2.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

#### 6.2 Individual Case Basis Arrangement

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis (ICB). Specialize rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES

Section 7.1 addresses Additional Engineering. Section 7.2 addresses Additional Labor (which is comprised of Overtime Installation, Overtime Repair, Standby, Testing and Maintenance with Other Telephone Companies, and Other Labor). Section 7.3 addresses Testing Services. Section 7.4 addresses Maintenance of Service.

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

A Miscellaneous Service Order charge as described in Section 3.3 preceding may be applicable to services ordered from this section.

#### 7.1 Additional Engineering

Additional Engineering, including engineering reviews as set forth in Sections 3.1.2 and 3.2.2 preceding, will be undertaken only after the Company has notified the customer that additional engineering charges apply as set forth in Section 12.5 following, and the customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the customer only when:

(A) A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in Section 3.1.2.

(B) Additional Engineering time is incurred by the Company to engineer a customer's request for a customized service.

(C) A customer requested Design Change requires the expenditure of Additional Engineering time. Such additional engineering time is incurred by the Company for the engineering review as set forth in Sections 3.1.2 and 3.2.2 preceding. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the customer authorizes the Company to proceed with the Design Change. In this case the Design Change charge, as set forth in Section 12.4.3 following, does not apply unless the customer authorizes the Company to proceed with the Design Change.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in Sections 7.2.1 through 7.2.5 following. The Company will notify the customer that additional labor charges as set forth in Section 12.6 following will apply before any Additional Labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

##### 7.2.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

##### 7.2.2 Overtime Repair

Overtime repair is that Company effort performed outside of normally scheduled working hours.

##### 7.2.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

##### 7.2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect other telephone companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

##### 7.2.5 Other Labor

Other labor is that additional labor not included in Sections 7.2.1 through 7.2.4 preceding and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.3. Testing Services

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in Section 12.7 following. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours. Other testing services, as described in Section 4.2.5 preceding, are provided by the Company in association with Access Services and are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations; however, provisions are made in Section 7.3.1 following for a customer to request Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in Sections 7.3.1 and 7.3.2 following.

#### 7.3.1 Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, (i.e., Acceptance Tests), (b) tests which are performed after customer acceptance of such access services and which are without charge (i.e., routine testing) and (c) additional tests which are performed during or after customer acceptance of such access services and for which additional charges apply, (i.e., Additional Cooperative Acceptance Tests and in-service tests).

Routine tests are those tests performed by the Company on a regular basis, as set forth in Section 4.2.5 preceding which are required to maintain Switched Access Service. Additional in-service tests may be done on an automatic basis (no Company or customer technicians involved), on a manual basis (Company technician(s) involved at Company office(s) and Company or customer technician(s) involved at the customer designated premises).

## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.3. Testing Services Cont'd)

##### 7.3.1 Switched Access Service (Cont'd)

###### 7.3.1.A Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing of Switched Access Service involves the Company provision of a technician at its office(s) and the customer provision of a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- o Impulse Noise
- o Phase Jitter
- o Signal to C-Notched Noise Ratio
- o Intermodulation (Nonlinear) Distortion
- o Frequency Shift (Offset)
- o Envelope Delay Distortion
- o Dial Pulse Percent Break

###### 7.3.1.B Additional Automatic Testing

Additional Automatic Testing (AAT) of Switched Access Services is a service where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. The customer may order, at additional charges, gain-slope and C-notched noise testing and may order the routine tests (1004 Hz loss, C-Message Noise and Balance) on an as-needed or more than routine schedule.

The Company will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as- occurs basis.

The Additional Tests, (i.e., gain slope, C- notched noise, 1004 Hz loss, C-message noise and balance) may be ordered by the customer at additional charges, 60 days prior to the start of the customer prescribed schedule. The rates for Additional Automatic Tests are as set forth in Section 12.7 following.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.3. Testing Services Cont'd)

##### 7.3.1 Switched Access Service (Cont'd)

###### 7.3.1.C Additional Manual Testing

Additional Manual Testing (AMT) of Switched Access is a service where the Company provides a technician at its office(s) and the Company or customer provides a technician at the customer designated premises, with suitable test equipment to perform the required tests. Such additional tests will normally consist of gain-slope and C-notched noise testing. However, the Company will conduct any additional tests which the IC may request.

The Company will provide an AMT report listing the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on a per occurrence basis.

The Additional Manual Tests may be ordered by the customer at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the customer and the Company.

The rates for Additional Manual Testing are as set forth in Section 12.7 following.

###### 7.3.1.D Obligations of the Customer

7.3.1.D.(1) The customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support routine testing as set forth in 4.2 preceding.

7.3.1.D.(2) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.3. Testing Services (Cont'd)

##### 7.3.2 Special Access Service

The Company will provide assistance in performing specific tests requested by the customer.

##### 7.3.2.A Additional Cooperative Acceptance Testing

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services. At the customer's request, the Company will provide a technician at the customer's premises or at the end user premises. These tests may, for example, consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

##### 7.3.2.B Additional Manual Testing

The Company will provide a technician at its premises, and the Company or customer will provide a technician at the customer's designated premises with suitable test equipment to perform the requested tests.

##### 7.3.2.C Obligation of the Customer

When the customer subscribes to Testing Service as set forth in this section, the customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

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**ACCESS SERVICE**

**7. MISCELLANEOUS SERVICES (Cont'd)**

**7.4. Maintenance of Service**

- 7.4.1 When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge as set forth in Section 12.8 following for the period of time from when Company personnel are dispatched, at the request of the customer, to the customer designated premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 7.4.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- 7.4.3 In either Section 7.4.1 or 7.4.2 preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.5 Telecommunications Service Priority – TSP (Cont'd)

- 7.5.1 Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1) .

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Company can discreetly identify for priority provisioning and/or restoration.

- 7.5.2 A Telecommunications Service Priority charge applies as set forth in Section 12.9 when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

Additionally, a Miscellaneous Service Order Charge as set forth in Section 12.4.4 will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

In addition, Additional Labor rates as set forth in Section 12.6 may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the customer requests an audit or a reconciliation of the Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge as set forth in Section 12.4.4 and Additional Labor rates as set forth in Section 12.6 are applicable.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.6 Presubscription

7.6.1 Presubscription is the process by which end user customers may select and designate to the Company an IC to access, without an access code, for intraLATA, intrastate calls. This IC is referred to as the end user's presubscribed IC.

7.6.2 New end users who are served by end offices equipped with Feature Group D will be asked to presubscribe to an IC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.

- designate a primary IC for all of its lines,
- designate a different IC for each of its lines.

Only one IC may be selected for each individual line, or lines terminating in the same hunt group. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of a presubscribed IC, for any change in selection, a nonrecurring charge, as set forth in Section 12.10 following, applies.

7.6.3 If the new end user fails to designate an IC as its presubscribed IC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the end user to an IC based upon current IC presubscription ratios, (2) require the end user to dial an access code (101XXXX) for all interstate calls, or (3) block the end user from interstate calling. The end user will be notified which option will be applied if they fail to presubscribe to an IC. An allocated or blocked end user may designate another, or initial, IC as its presubscribed IC one time at no charge, if it is requested within six months after the installation of Telephone Exchange Service. For any change in selection after 6 months from the installation of Telephone Exchange Service, a nonrecurring charge, as set forth in Section 12.10 following applies.

7.6.4 If an IC elects to discontinue its Feature Group D service, the IC will notify the Company of the cancellation. The IC will also notify all end users which selected them that they are canceling their service and that they should contact the Company to select a new primary IC. The IC will also inform the end user that it will pay the presubscription change charge.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.6 Presubscription (Cont'd)

7.6.5 If an IC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reasons other than those set forth in Section 7.6.4 above, the IC will identify to the Company any affected end users and advise the Company of the new CIC to be assigned to these end users. If the CIC change involves a change of carrier for any end users, the IC will notify the affected end users of the change. The Company will change the presubscribed carrier code of each end user identified by the IC to the new CIC and bill the IC the nonrecurring charge set forth in 12.10 following for each end user line or trunk that is changed.

#### 7.7 Billing Name and Address – BNA

Billing Name and Address (BNA) provides the billing name and address of an end-user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operative service providers, enhanced service providers and any other provider of intrastate telecommunication services) for telecommunications services rendered by the Customer to its end-user. The receipt of this information will allow the Customer to provide its own billing to end-users who may have not have established a formal relationship with the Customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end-users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

##### 7.7.1 Undertaking of the Company

7.7.1.A All requests for information will be by facsimile.

7.7.1.B The Company will specify the format in which requests are to be submitted.

7.7.1.C The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.

7.7.1.D The Company will provide the most current BNA information resident in its database. Due to normal end-user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

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## ACCESS SERVICE

### 7. MISCELLANEOUS SERVICES (Cont'd)

#### 7.7 Billing Name and Address – (BNA) (Cont'd)

##### 7.7.2 Obligations of the Customer

With each order for BNA Service, the Customer shall identify the authorized individual, the address, and/or the facsimile to receive the BNA information.

7.7.2.A The Customer shall institute adequate internal procedures to insure that BNA information, including that related to “confidential” non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.

7.7.2.B The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer’s end-user records, accounts, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

##### 7.7.3 Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested pursuant to Section 12.11 following. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company’s information database.

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**ACCESS SERVICE**

**8. RESERVED**

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**ACCESS SERVICE**

**9. RESERVED**

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**ACCESS SERVICE**

**10. RESERVED**

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**ACCESS SERVICE**

**11. RESERVED**

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## ACCESS SERVICE

### 12. RATES AND CHARGES

Rates contained in this Section 12 are maximum rates that will be charged by the Company.  
Current rates charged by the Company are listed in the Access Service Price List following Section 12.  
Changes in the Price List will be made subject to prior filing with the South Carolina Public Service Commission and provision of notice to affected Customers.

#### 12.1 Switched Access

##### 12.1.1 Local Transport

###### 12.1.1.A Entrance Facility

	<u>Maximum Rate</u>
<u>Monthly Recurring Charge</u> Per Entrance Facility Per Month	
Voice Grade 2 – Wire	\$35.92
Voice Grade 4 – Wire	\$57.48
High Capacity DS1:	\$323.91
High Capacity DS3	\$410.23
<u>Nonrecurring Charge</u> Per Entrance Facility	
Voice Grade 2 – Wire	\$270.61
Voice Grade 4 – Wire	\$270.61
High Capacity DS1:	
First System	\$981.98
Each Additional System	\$141.84
High Capacity DS3	
First ¼ Airline Mile	\$981.98
Each Additional ¼ Airline Mile	\$32.73
<u>Multiplexing</u> Per Arrangement per Month	
DS1 to Voice	\$283.20
DS3 to DS1	\$477.55
<u>Multiplexing Nonrecurring Charge</u> Per Installation	
DS1 to Voice	\$939.03
DS3 to DS1	\$490.99

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.1 Switched Access (Cont'd)

12.1.1 Local Transport (Cont'd)

12.1.1.B Direct-Trunked Transport

Maximum Rate

Direct-Trunked Transport Mileage Rate

Voice Grade, Per Month, Per Mile	\$10.29
High Capacity DS1, Per Month, Per Mile	\$16.60
High Capacity DS3, Per Month, Per Mile	\$138.40

Direct-Trunked Transport-Monthly Fixed Rate

Voice Grade, Per Termination, Per Month	\$25.92
High Capacity DS1, Per Termination, Per Month	\$81.82
High Capacity DS3, Per Termination, Per Month	\$548.64

12.1.1.C Tandem Switched Transport

Tandem Switching

Per Access Minute	\$0.0010648
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Tandem Switched Transport – Facility

Per Access Minute Per Mile	\$0.0000303
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Tandem Switched Transport – Termination

Per Access Minute per Termination	\$0.0003121
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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.1 Switched Access (Cont'd)

12.1.2 End Office Local Switching

The rate for End Office Switching is based upon Originating and Terminating Access Minutes.

Maximum Rate  
Per Access Minute

End Office Local Switching \$0.0170646

12.1.3 800/877/888 Database Access Service

Maximum Rate  
Per Query

Rates for each 800/877/888 Data Base Query performed.

12.5.5.A	Basic (per Query)	\$0.0083750
12.5.5.B	Vertical Feature Query	\$0.0083750

12.2 Common Line

12.2.1 Carrier Common Line Charge

Maximum Rate  
Per Minute

Originating -Per Access Minute	\$0.020000
Terminating-Per Access Minute	\$0.020000

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.3 Special Access Service

12.3.1 Voice Grade Service

		Maximum Monthly Recurring Charge	Maximum Nonrecurring Charge
12.3.1.A	<u>Voice Grade Service – 2 Wire</u>		
	Nonrecurring Charge		\$292.50
	Rearrangement Charge		\$292.50
	Service Termination Charge	\$54.56	
	Interoffice Channel Mileage: Fixed Per Termination	\$39.09	
	Per Mile	\$4.33	
12.3.1.B	<u>Voice Grade Service – 4 Wire</u>		
	Nonrecurring Charge		\$292.50
	Rearrangement Charge		\$292.50
	Service Termination Charge	\$85.33	
	Interoffice Channel Mileage: Fixed Per Termination	\$39.09	
	Per Mile	\$4.33	
12.3.1.C	<u>Data Bridging – Per Port</u>		
	2-Wire	\$5.94	\$0.00
	4-Wire	\$5.94	\$0.00
12.3.1.D	<u>Voice Grade Optional Services</u>		
	Voice Grade Optional Services provided on an individual case basis subject to technical feasibility and availability.		

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.3 Special Access Service (Cont'd)

12.3.2 Digital Data Service

		Maximum Monthly Recurring Charge	Maximum Nonrecurring Charge
12.3.2.A	<u>56 Kbps</u>		
	Nonrecurring Charge		\$322.10
	Service Termination Charge: Per Termination Per Month	\$98.81	
	Interoffice Channel Mileage Termination: Per Termination Per Month	\$78.18	
	Interoffice Channel Mileage Facility: Per Mile – Per Month	\$8.64	
12.3.2.B	<u>64 Kbps</u>		
	Nonrecurring Charge		\$322.10
	Service Termination Charge: Per Termination Per Month	\$98.81	
	Interoffice Channel Mileage Termination: Per Termination Per Month	\$78.18	
	Interoffice Channel Mileage Facility: Per Mile – Per Month	\$8.64	

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.3 Special Access Service (Cont'd)

12.3.3 High Capacity Service

		Maximum Monthly Recurring <u>Charge</u>	Maximum Nonrecurring <u>Charge</u>
12.3.3.A	<u>1.544 Mbps (DS1)</u>		
	Nonrecurring Charge		\$536.25
	Channel Termination Charge Per Termination Per Month	\$257.49	
	Interoffice Channel Mileage Termination: Fixed – Per Month Per Termination	\$327.03	
	Interoffice Channel Mileage Facility: Per Mile – Per Month	\$88.18	
12.3.3.B	<u>Special Transport (Interoffice)– DS3</u>		
	Nonrecurring Charge		ICB
	Service Termination Charge	ICB	
	Interoffice Channel Mileage Termination	ICB	
	Interoffice Channel Mileage Facility	ICB	
12.3.4	<u>Multiplexing</u>		
	Multiplexing DS1 to Voice	ICB	ICB
	Multiplexing DS1 to Digital	ICB	ICB

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

		<u>Maximum Rate</u>
12.4	<u>Service Orders</u>	
12.4.1	Access Order Charge Per Order	\$130.00
12.4.2	Service Date Change, Per Order, Per Occurrence	\$50.00
12.4.3	Design Change	\$50.00
12.4.4	Miscellaneous Service Order Charge	\$50.00
12.4.5	Expedited Order Charge	Additional Labor Charged
12.4.6	Cancellation Charge	Prorated with the rate increasing as time nears service date to pay for work already started

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

12.5 Additional Engineering

Maximum Rate  
Each Half Hour  
or Fraction  
Thereof

Basic Time per engineer normally scheduled working hours.	\$26.56
Overtime per engineer outside normally scheduled working hours.	\$39.85
Premium Time per engineer outside of scheduled workday.	\$53.13

12.6 Additional Labor

Maximum Rate  
Each Half Hour  
or Fraction  
Thereof

12.6.1 Overtime Installation and Repair

Overtime, outside of normally scheduled work day, per technician	\$39.06*
Premium Time, outside of scheduled work day, per technician	\$52.08*

12.6.2 Standby

Basic Time normally scheduled working hours, per technician	\$26.34
Overtime outside normally scheduled working hours, per technician	\$39.51*
Premium Time outside of scheduled work day, per technician	\$52.68*

12.6.3 Testing and Maintenance with Other Telephone Companies, or Other Labor  
– Installation and Repair Technician

Basic Time normally scheduled working hours, per technician	\$26.04
Overtime outside normally scheduled working hours, per technician	\$39.06*
Premium Time outside of scheduled work day, per technician	\$52.08*

12.6.4 Testing and Maintenance with Other Telephone Companies, or Other Labor  
– Central Office Maintenance Technician

Basic Time normally scheduled working hours, per technician	\$26.29
Overtime outside normally scheduled working hours, per technician	\$39.41*
Premium Time outside of scheduled work day, per technician	\$52.56*

\* A call out of Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

**12.7 Additional Testing**

Additional Automatic Testing – Switched Access

	<u>Maximum Rate Per Test Per Transmission Path</u>
Gain-Slope Tests	\$3.61
C-Notched Noise Tests	\$3.61
1004 Hz Loss*	\$3.61
C-Message Noise*	\$3.61
Balance (return loss)*	\$3.61

Additional Testing Other than Automatic Testing

For testing other than Automatic Testing, the rates for Additional Labor as set forth in Section 12.6 apply. Testing other than Automatic Testing includes Additional Cooperative Testing and Additional Manual Testing for both Switched Access Service and Special Access Service.

**12.8 Maintenance of Service**

Maintenance of Service Charges shall be at the rates for Additional Labor as set forth in Sections 12.6.3 and 12.6.4 preceding apply.

**12.9 Telecommunications Service Priority – TSP**

	<u>Maximum Nonrecurring Charge</u>
Per service arranged	\$68.29

\* 1004 Hz Loss, C-Message Noise and Balance are non-chargeable routine tests, however, they may be requested on an as needed or more than routine scheduled basis, in which case the charges herein apply.

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**ACCESS SERVICE**

**12. RATES AND CHARGES**

Maximum Rate

12.10 Presubscription

PIC Change	\$ 6.25
PIC Restoral Option Change	\$ 6.25

12.11 Billing Name and Address

Per BNA Order	\$63.68
Per BNA Record	\$ 0.41

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**ACCESS SERVICE  
PRICE LIST**

The Access Service Price List sets forth the current rates charged by the Company. Changes in current rates will be subject to prior filing of a revised Price List with the South Carolina Public Service Commission.

<b>Switched Access Local Transport Entrance Facility</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>
Voice Grade 2-Wire	12.1.1.A	\$35.85	\$268.23
Voice Grade 4-Wire	12.1.1.A	\$57.37	\$268.23
High Capacity DS1	12.1.1.A	\$153.30	\$323.91
High Capacity DS3	12.1.1.A	\$1,778.30	\$785.58
Multiplexing DS1 to Voice	12.1.1.A	\$226.56	\$165.98
Multiplexing DS3 to DS1	12.1.1.A	\$420.69	\$429.88

<b>Switched Access Direct-Trunked Transport</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>
Voice Grade-Per Mile	12.1.1.B	\$8.23
Voice Grade- Per Termination	12.1.1.B	\$25.92
High Capacity DS1, Per Mile	12.1.1.B	\$10.89
High Capacity DS1, Per Termination	12.1.1.B	\$49.49
High Capacity DS3, Per Mile	12.1.1.B	\$114.23
High Capacity DS3- Per Termination	12.1.1.B	\$455.71

<b>Switched Access Tandem Switched Transport</b>	<b>Tariff Section</b>	<b>Rate Per Access Minute</b>
Tandem Switching Per Access Minute	12.1.1.C	\$0.0008518
Tandem Switched Transport-Facility Per Access Minute Per Mile	12.1.1.C	\$0.0000242
Tandem Switched Transport - Termination Per Access Minute Per Termination	12.1.1.C	\$0.0002497

<b>Switched Access End Office Switching</b>	<b>Tariff Section</b>	<b>Rate Per Access Minute</b>
End Office Local Switching – Originating	12.1.2	\$0.0136517
End Office Local Switching – Terminating	12.1.2	\$0.0136517
beginning July 2, 2018		\$0.002133
beginning July 1, 2019		\$0.000700
beginning July 1, 2020		\$0.000000

<b>Switched Access 800/877/888 Database Access Service</b>	<b>Tariff Section</b>	<b>Rate Per Query</b>
Basic	12.1.3	\$0.0067000
Vertical Feature Query	12.1.2	\$0.0067000

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**ACCESS SERVICE  
PRICE LIST**

<b>Switched Access Carrier Common Line Charge</b>	<b>Tariff Section</b>	<b>Rate Per Minute</b>
Originating-Per Access Minute	12.1.3	\$0.0000000
Terminating-Per Access Minute	12.1.2	\$0.0000000

<b>Special Access Voice Grade Service</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>
Voice Grade Service - 2 Wire Nonrecurring Charge	12.3.1.A		\$268.23
Voice Grade Service - 2 Wire Rearrangement Charge	12.3.1.A		\$268.23
Voice Grade Service - 2 Wire Service Termination Charge	12.3.1.A	\$43.65	
Voice Grade Service - 2 Wire Interoffice Mileage Per Termination	12.3.1.A	\$31.27	
Voice Grade Service - 2 Wire Interoffice Mileage Per Mile	12.3.1.A	\$3.46	
Voice Grade Service - 4 Wire Nonrecurring Charge	12.3.1.A		\$268.23
Voice Grade Service - 4 Wire Rearrangement Charge	12.3.1.A		\$268.23
Voice Grade Service - 4 Wire Service Termination Charge	12.3.1.A	\$68.26	
Voice Grade Service - 4 Wire Interoffice Mileage Per Termination	12.3.1.A	\$31.27	
Voice Grade Service - 4 Wire Interoffice Mileage Per Mile	12.3.1.A	\$3.46	
Voice Grade Service - 2 Wire Data Bridging Per Port	12.3.1.A	\$5.81	\$0.00
Voice Grade Service - 4 Wire Data Bridging Per Port	12.3.1.A	\$5.81	\$0.00

<b>Special Access Digital Data Service</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>
56 Kbps Nonrecurring Charge	12.3.2.A		\$322.10
56 Kbps Channel Termination Charge	12.3.2.A	\$79.05	
56 Kbps Interoffice Channel Mileage Termination Per Termination	12.3.2.A	\$62.54	
56 Kbps Interoffice Mileage Per Mile	12.3.2.A	\$6.91	
64 Kbps Nonrecurring Charge	12.3.2.B		\$322.10
64 Kbps Termination Charge	12.3.2.B	\$79.05	
64 Kbps Interoffice Channel Mileage Termination Per Termination	12.3.2.B	\$62.54	
64 Kbps Interoffice Mileage Per Mile	12.3.2.B	\$6.91	

<b>Special Access High Capacity Service</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>
1.544 Mbps (DS1) Nonrecurring Charge	12.3.3.A		\$429.00
1.544 Mbps (DS1) Channel Termination Charge	12.3.3.A	\$205.99	
1.544 Mbps (DS1) Interoffice Channel Mileage Termination Per Termination	12.3.3.A	\$261.62	
1.544 Mbps (DS1) Interoffice Mileage Per Mile	12.3.3.A	\$70.54	
DS3 Nonrecurring Charge	12.3.3.B		ICB
DS3 Channel Termination Charge	12.3.3.B	ICB	
DS3 Interoffice Channel Mileage Termination Per Termination	12.3.3.B	ICB	
DS3 Interoffice Mileage Per Mile	12.3.3.B	ICB	

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**ACCESS SERVICE  
PRICE LIST**

<b>Special Access Multiplexing</b>	<b>Tariff Section</b>	<b>Monthly Rate</b>
Multiplexing DS1 to Voice	12.3.4	ICB
Multiplexing DS1 to Digital	12.3.4	ICB

<b>Service Orders</b>	<b>Tariff Section</b>	<b>Nonrecurring Charge</b>
Access Order Charge Per Order	12.4.1	\$104.00
Service Date Change, Per Order, Per Occurrence	12.4.2	\$40.00
Design Change	12.4.3	\$40.00
Miscellaneous Service Order Charge	12.4.4	\$40.00

<b>Additional Engineering</b>	<b>Tariff Section</b>	<b>Each Half Hour or Fraction Thereof</b>
Basic Time per Engineer Normally Scheduled Working Hours	12.5	\$23.80
Overtime per Engineer Outside Normally Scheduled Working Hours	12.5	\$35.71
Premium Time per Engineer Outside Scheduled Workday	12.5	\$47.61

<b>Additional Labor-Overtime Installation and Repair</b>	<b>Tariff Section</b>	<b>Each Half Hour or Fraction Thereof</b>
Overtime, Outside of Normally Scheduled Workday, Per Technician	12.6.1	\$31.25
Premium time, Outside of Scheduled Work Day, Per Technician	12.6.1	\$41.66

<b>Additional Labor-Installation and Repair</b>	<b>Tariff Section</b>	<b>Each Half Hour or Fraction Thereof</b>
Standby - Basic Time per Engineer Normally Scheduled Working Hours	12.6.2	\$21.07
Standby - Overtime per Engineer Outside Normally Scheduled Working Hours	12.6.2	\$31.61
Standby - Premium Time per Engineer Outside Scheduled Workday	12.6.2	\$42.14

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Phone No. (336) 877-1350



**ACCESS SERVICE  
PRICE LIST**

<b>Additional Labor-Testing and Maintenance with Other Telephone Companies, or Other Labor-Installation and Repair Technician</b>	<b>Tariff Section</b>	<b>Each Half Hour or Fraction Thereof</b>
Basic Time per Engineer Normally Scheduled Working Hours	12.6.3	\$23.80
Overtime per Engineer Outside Normally Scheduled Working Hours	12.6.3	\$35.71
Premium Time per Engineer Outside Scheduled Workday	12.6.3	\$47.61

<b>Additional Labor-Testing and Maintenance with Other Telephone Companies, or Other Labor-Central Office Technician</b>	<b>Tariff Section</b>	<b>Each Half Hour or Fraction Thereof</b>
Basic Time per Engineer Normally Scheduled Working Hours	12.6.4	\$23.80
Overtime per Engineer Outside Normally Scheduled Working Hours	12.6.4	\$35.71
Premium Time per Engineer Outside Scheduled Workday	12.6.4	\$47.61

<b>Additional Automatic Testing- Switched Access</b>	<b>Tariff Section</b>	<b>Per Test Per Transmission Path</b>
Gain-Slope Tests	12.6.7	\$2.89
C-Notched Noise Tests	12.6.7	\$2.89
1004 Hz Loss	12.6.7	\$2.89
C-Message Noise	12.6.7	\$2.89
Balance (return loss)	12.6.7	\$2.89

<b>Maintenance of Service</b>	<b>Tariff Section</b>
Maintenance of Service Charges are at the rates for Additional Labor as set forth in Section 12.5.4.	12.8

<b>Telecommunications Services Priority-TSP</b>	<b>Tariff Section</b>	<b>Charge Per Test Per Transmission Path</b>
Telecommunications Service Priority - Per Service Arranged	12.9	\$54.63

<b>Presubscription</b>	<b>Tariff Section</b>	<b>Charge Per Change</b>
PIC Change	12.10	\$5.00
PIC Restoral Option Change	12.10	\$5.00

<b>Billing Name and Address</b>	<b>Tariff Section</b>	<b>Charge</b>
Per BNA Order	12.11	\$50.94
Per BNA Record	12.11	\$0.33

Issued: ISSUEDATE

Effective:

Kim Shepherd, President  
SkyBest Communications, Inc.  
1200 NC Hwy 194 North  
West Jefferson, North Carolina 28694  
Email: [kim.shepherd@skyline.org](mailto:kim.shepherd@skyline.org)  
Phone No. (336) 877-1350

**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT E**

Summary of Experience of Key Personnel

**Kimberly M. Shepherd**  
**Chief Executive Officer**  
**SkyLine Membership Corporation/SkyBest Communications, Inc.**

Mrs. Shepherd is the CEO of SkyLine Membership Corporation in West Jefferson, NC. She has worked for the cooperative for the past 20 years and assumed her current role in 2018. Prior to being named CEO, Mrs. Shepherd served as Chief Management Officer from 2016-2018 overseeing all operations of the company. Mrs. Shepherd has also provided leadership in the areas of customer service operations through her responsibilities as Executive Director of Customer Operations from 2011 – 2016 and Customer Service and Sales Manager from 2002 – 2011.

Mrs. Shepherd holds a Bachelor of Science Degree in Mathematics and Secondary Education from Appalachian State University and a Master of Business Administration from Gardner-Webb University.

She holds certifications from her completion of studies with CAI Fundamentals of Management and Cronin Communications Customer Service Management. She has also successfully completed Change Management and Interpersonal Communications Skills and DMS-10 System Maintenance training.

Mrs. Shepherd served as a key team member of management responsible for development and implementation of a Competitive Local Exchange Carrier to serve Jefferson and West Jefferson, NC.

**Cindy L. Rothstein**  
**Executive Director of Finance**  
**SkyLine Membership Corporation/SkyBest Communications, Inc.**

Mrs. Rothstein is the Executive Director of Finance of SkyLine Membership Corporation in West Jefferson, NC. She has worked in the telecom industry for the past 22 years and assumed her current role in 2013. She currently provides leadership in the areas of regulatory affairs, accounting, financial, purchasing, inventory and warehouse departments. Before joining SkyLine, Mrs. Rothstein held the position of Vice-President of Finance with United Communications and was on staff with Loretto Telephone Company, both located in Tennessee.

Mrs. Rothstein is a Certified Public Accountant with active licenses in Tennessee and North Carolina, and holds a Bachelor of Business Administration Degree in Accounting from Athens State University.

**Brian D. Tester**  
**Executive Director of Customer Operations**  
**SkyLine Membership Corporation/SkyBest Communications, Inc.**

Mr. Tester is the Executive Director of Customer Operations of SkyLine Membership Corporation in West Jefferson, NC. He has worked for the cooperative for the past 13 years and assumed his current role in 2017. Mr. Tester also has provided leadership within the areas of outside plant and field services through his responsibilities as Engineer/Plant Manager, Plant Manager and Field Services Manager.

Mr. Tester holds a Bachelor of Science Degree in Business Finance from Lenoir Rhyne College. He served as the Chairman of the North Carolina Telecommunications Industry Association Engineering/Plant

Committee in 2009. Mr. Tester currently serves as the Health and Safety Director for SkyLine, leading SkyLine to its third consecutive NCDOL Excellence in Safety Award.

Mr. Tester played a key role in the completion of SkyLine's FTTP project and was responsible for overseeing the implementation of the \$30 million RUS Loan/Grant to construct and splice 900 miles of fiber distribution facilities.

**Edward Hinson**

**Executive Director of Competitive Operations**

**SkyLine Membership Corporation/SkyBest Communications, Inc.**

Mr. Hinson is the Executive Director of Competitive Operations of SkyLine Membership Corporation in West Jefferson, NC. He has worked in the telecom industry for the past 22 years and assumed his current role in 2014. Before joining SkyLine, Mr. Hinson was in executive sales and leadership roles for TruVista, USA Mobility and Verizon, engaging heavily in both the public and private sector. He holds a Bachelor of Science Degree in Business Administration.

Mr. Hinson has served on a variety of advisory committees and board of directors during his telecom career, earning a multitude of awards including Business Person of the Year by the South Carolina Chamber of Commerce.

**Robert C. Farmer**

**Executive Director of Engineering Operations**

**SkyLine Membership Corporation/SkyBest Communications, Inc.**

Mr. Farmer is the Executive Director of Engineering Operations of SkyLine Membership Corporation in West Jefferson, NC. He has worked for the cooperative for the past 25 years and assumed his current role in 2013. Mr. Farmer also has provided leadership in the areas of engineering and plant operations through his responsibilities as Network Operations Manager, Technical Services Manager and Engineering Manager.

Mr. Farmer holds a Bachelor of Science Degree in Industrial Technology from Western Carolina University. He holds a certification with the North Carolina Alarm System Licensing Board and has served on the North Carolina Telecommunications Industry Association Network Operations Committee.

**SKYBEST COMMUNICATIONS, INC.**

**EXHIBIT F**

Financial Statements

**[CONFIDENTIAL – FILED UNDER SEAL]**